SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1962

No. 438

UNITED STATES, APPELLANT,

vs.

THE SINGER MANUFACTURING COMPANY

APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Volume III

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* Several exhibits bear two different exhibit numbers. In every such instance the exhibit was originally an exhibit to the Agreed Statement of Facts and bore an exhibit number preceded by the letter S, such as S-1, S-2, S-3, et cetera. Notwithstanding the fact that they bore "S" exhibit numbers, at times some were introduced in evidence with plaintiff's exhibit number and in two instances with a defendant's exhibit number. "S" exhibits bearing a Government exhibit number have been designated by the Government by the latter number, with the "S" exhibit number in parentheses, for example, "Govt. 2 (S-1)".

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[fol. 5296] In United States District Court

DEFENDANT'S EXHIBIT 61

Received Patent Department October 20, 1958, Answered

Sears, Roebuck and Co.
925 South Homan Avenue
Chicago 7, Illinois

October 15, 1958

Mr. C. F. Bender,
Singer Sewing Machine Co.
149 Broadway
New York 6, New York

Dear Charlie:

Regarding various patent items, attached is a copy of a letter from Frank Marks dated October 1 which he suggests we pass on to you for your review.

Regarding the date of divisional patents left with me during your last visit, Frank Marks has indicated that some of the claims did not read on the Gegauf patent and therefore seemed to be a continuing patent application rather than a divisional application. These claims call for structure not shown in the original patent. New matter is added. All we have on these structures is the language of the claim which is extremely difficult to completely understand without drawings.

Therefore, it is possible we would appreciate a complete set of patent drawings covered by the data supplied and apparently in line for patent so that we can become more familiar with the application and tie this terminology into your inventions for proper appraisal.

Kindest regards.

Yours very truly, Sears, Roebuck and Co., H. J. Selzer, Department 920

HJS:p

[fol. 5297.] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 62

November 13, 1958.

(Air Mail)

Mr. H. J. Stelzer,
Department 620,
Sears, Roebuck & Company,
925 8th. Homan Avenue,
Chicago 7, Illinois.

Dear Harold:

Pursuant to your letter of October 15th and Frank Marks' memorandum of October 31st, I am attaching, in duplicate, a memorandum from our Patent Department dated November 12th.

As we agreed on the telephone this morning, there are advantages to both companies in getting this matter settled promptly. If Frank Marks can agree with the position taken by our Patent Department with respect to the situation in the United States, but still has reservations with regard to the Canadian Harris patent, then I suggest that we conclude an agreement that pertains to the United State only. The Canadian situation could then be dealt with separately later in an amicable fashion, I am sure.

I shall look forward to hearing from you after you have had an opportunity of reviewing this material.

Cordially, Singer Sewing Machine Company, By ——, ——, Vice-President.

Enclosure.

Copy to Mr. J. G. Stanford.

[fol. 5298] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 63

Sears, Roebuck and Co.
925 South Homan Avenue
Chicago 7, Illinois

November 21, 1958.

Mr. C. F. Bruder
Singer Sewing Machine Co.
149 Broadway
New York, N. Y.

Dear Charlie:

As I anticipated, we have encountered sharp differences of opinion between your legal counsel and ours in regard to the Gegauf patents reading on our #89 German made automatic machine. Following is a pick-up of Frank Marks' recent conclusions:

"In our opinion a license covering the Gritzner Model 89 machine is warranted so far as your operations in the United States are concerned. Although we differ with Singer's Patent Counsel as to infringement of the issued Gegauf patent No. 2,832,302, we feel that the machine will probably be covered by the forthcoming Gegauf patent. An important consideration is thus raised as to when unit royalty payments should begin. According to our view they are not warranted now and will be justified only upon the issue of the pending patent with infringed claims. However, the situation is entirely different in Canada, inasmuch as we do not consider Harris Patent No. 552,072 infringed by said machine. Hence, we do not feel that any license or royalty payments are justified on Canadian business. It is suggested, in connection with your negotiations for a license from Singer, that you bear in mind the remarks of our letter to you dated October 1, 1958."

You remember that on October 15 I sent you a copy of Mr. Marks' letter of October 1. As I indicated to you over

this phone last week in light of the above circumstances I believe it would be well for your lawyers and ours to get together for another discussion and settlement just as soon as convenient for you.

Yours very truly, Sears, Roebuck and Co., H. J. Stelzer, Department 620.

HJS:sp
cc: E. Cogley.

[fols. 5290-5303] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 64

Received Patent Department, January 12, 1960, Answered

Sears Roebuck and Co.
925 South Homan Avenue
Chicago 7, Illinois

January 8, 1960.

Mr. C. F. Bruder
Singer Sewing Machine Co.
149 Broadway
New York, New York

Dear Charlie:

This letter has no immediate importance. Merely one of information for possibly in the future.

As you may recall, in the first samples of our 89 zig zag head we used a single cam follower. With the knowledge that this might infringe the Gegauf patent Gritzner Kayser went to a multiple cam follower with a single selector. Based on your divisional patents this also apparently infringed and therefore it was necessary for us to obtain the present license agreement with you.

Since we are under the license arrangement there does not seem to be any good logical reason why we should not return to the original design in essence of a single cam follower which might thereby reduce any service problems or costs which might result from service in this area of the machine. We are therefore proceeding with Gritzner

Kayser to obtain a revised sample incorporating this simpler mechanism. After clearance from our laboratory, which is several weeks away, we will again contact you.

As we see it, in its simplest form we need only have a letter covering this slight modification in our agreement since only a model number change would be involved. We do not anticipate any change in appearance so therefore only you and ourselves would know of the modification.

Yours very truly, Sears, Soebuck and Co., H. J. Stelzer, Department 620.

HJS:sp

cc: E. A. Cogley

[fol. 5304] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 66

President's Office Received April 29, 1957 Answered

M. L. Waterman
at Via Dante, 18
Milan, Italy

Milan, April 26, 1957.

M. C. Lightner, Esq., 149 Broadway New York 6, N.Y.

Dear Mr. Lightner:

Mr. Stanford and I visited Mr. Vigorelli at Pavia yesterday. Mr. Bandiera and Dr. Lando accompanied us. We were most cordially received. Because of Vigorelli's financial situation and I must admit too everything for the moment, I was most careful that nothing said would be interpreted by him as in any way seeming to be taking advantage of him. He has trimmed his expenses so that he is hopeful he can carry on. His force has been reduced and he is shipping each month 400 machines more than he is building. In some period over a year he will have reduced his inventory and secured funds therefrom to assist further his recovery—he hopes.

We saw the machine that made the samples seen by you and others in New York. It is quite in accordance, in principle, with the patent drawings. It is most impractical as designed, to consider as a machine for domestic usage, and this fact is recognized by Vigorelli. So much so that a second machine is being designed. It is not yet completed and will not be for several months, in my opinion. It differs in some important constructional details and in principle although accomplishing the same end.

There are in effect two cams under the bed, made in a micarta or other similar cam blank - at least 5" in diameter and perhaps 7 16" thickness. Every design would mean a separate cam change in the same way we change our small cam on the face of the 319 machine. Think of the bulk of say 6 or 12 cams of this size in any accessory box. Quite impractical. And the method of arriving at the sewing result, so well commented on, is of a manufacturing machine design, rather than suitable for family machines. The second machine being designed will be a most complicated one -approaching Pfaff machine that caused so much trouble to that company for the last two years. Consider moving a throat plate from side to side and the feed dog not only like-wise with it, but forward and reverse, and the needle in conventional manner from side to side. These things can be done but present many problems.

Patent-wise, what I have just described is probably, if done in toto, new. To do certain of the movements is not new. I think we could build into the 401 and 319 a way to make scallops— and probably of varying lengths and widths perhaps not to the extreme width of the Vigorelli samples [fol. 5305] and without running into Vigorelli's patent. I see no way to arrive easily at the few effects that require reverse feeding means, not because of patents Vigorelli's or otherwise, but because of added complications.

You will see therefore that I am quite doubtful we would ever want to use the principle of the present Vigorelli machines as disclosed in the patent drawings.

It was left this way. When his machine is re-designed, he will let us know and we can study it again. He will not disclose it to any others. I feel pretty sure, if we should be interested in it then or the more comprehensive studies which we will carry on simultaneously with his re-designing

show any reason why we should interest ourselves aggressively in the machine or the patents, we will have the opportunity of doing so, and at no greater cost than now. In fact he does not know now in his state of confusion what he will do with the machine or the patent. He is not prepared to say. He does not want to dispose of the idea entirely.

I tossed out the idea that when his second machine was completed it might be we would be interested to the extent of reimbursing him for some of his development and patent expenses with equal rights with him under the patents or it might be of even securing all the rights if he did not care to go ahead himself further. He was not unreceptive to the idea, understanding fully that as far as we are concerned this would, of course, depend upon the machine itself and our investigations. I am sure he would like to recoup some of his costs.

I think the foregoing summarizes our conclusions regarding the machine, and our talk with Mr. Vigorelli.

We shall proceed to Zurich Sunday—Mr. Stanford and I to Paris Tuesday night—Mr. Graesser flying from Zurich back to Clydebank Tuesday and on the following Monday I shall probably rejoin Graesser in London and go to Street where one of London's most important customers wants to see me about his ideas on automation.

Very sincerely, M. L. Waterman.

MLW:bw

[fol. 5306] In United States District Court

Defendant's Exhibit 67

November 25, 1959.

Memorandum to: Mr. D. P. Kircher

Vigorelli Embroidery Machine

Comments and evaluations on the machine submitted by Vigorelli were made by nine persons. These were: Messrs. Johnson, Heglst, Patrick and Zylbert, who are the most experienced of our people on domestic machines; by Mr. Gebhardt, who though not experienced chiefly on domestic

machines has a very considerable knowledge of industrial machine requirements and is, nevertheless, competent to comment upon a machine of the nature of this one; by a Mr. Weisz of Bridgeport, whom I consider not as competent to comment on this type of machine as the others but, nevertheless, knowledgeable with respect to machines in general; by Mr. Krzyzaniak, who is familiar with the features and design of all of the competitive domestic zig-zag machines but who is not an engineer or with mechanical knowledge; and by Miss Hutton, who has commented in her normal manner, as she does with respect to any new and competitive machine which we may wish to have her remark upon.

Each one was asked to comment upon the positive and negative features as concerns the sales features, the technical (design) and performance characteristics, the relative complexity of this machine as compared with other zigzag type machines, the problems of servicing, and any other general comments that might be made.

It will be noted that there are some statements that are at variance—as, for instance, one will remark that the machine appears rather complex, and another will see reasons why it is probably not more complex than are corresponding competitive machines.

If I were to comment in a general way, I would agree that the machine is certainly not as good from the viewpoint of stitching as a Singer machine is required to be, but this results from the fact that Vigorelli does not know Singer stitching requirements (nor does any other competitor seem to be aware of what we consider required stitching.) Without any question, a very considerable improvement in the stitching could be brought about if our own people were to work on this problem. I am not sure myself that the machine would cost much more to build than does the 401. Outstanding features of the machine are: [fols. 5307-5316]

a). the ability to make stitching designs that are, as Miss Hutton expresses it, "bold decorative patterns" and to do automatic monogramming;

b). the ability to lengthen out any design, such as a scallop, which is a feature of some of the competitive machines and which has been mentioned in the past many times as being desirable;

c). the ability to make buttonholes without turning the work;

d). the fact that the shuttle mechanism is of the non-thread jamming design, a feature that has been mentioned many times, as being very desirable;

e). the ability to make designs which require a reversal of the feed. This has also been a feature mentioned many times and is included in many of the more well-known competitive machines;

f). a two-speed motor, which enables an inexperienced operator to do free embroidery work more easily.

While there are other features that are commented upon, the fore-going are the most important.

Generally speaking, there is evidence in each person's remarks of the fact that the features of this machine are very worthwhile from the sales viewpoint.

M. L. Waterman.

Attachments

Copy to: M. C. Lightner (w reports) 12 30 59
Copy to: J. G. Stanford (w reports) 12 1 59
Copy to: D. G. Robbins (w reports) }
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[fol. 5317] In United States District Court

Defendant's Exhibit 71

The Singer Manufacturing Co.
Singer Building
149 Broadway
New York 6, N. Y.

Division of Research

In Replying please refer to EH:V18

November 10, 1959.

Memorandum to: Mr. M. L. Waterman

Evaluation of Vigorelli Machines (by E. Herbst)

I. Sales Features

A. Positive

1. The writer can't help but be impressed by the decorative capabilities of this machine. It's the type of design that could be put to maximum use by the artisan. With many improvements, this design would be especially popular in Europe and have sales appeal for a significant percentage of American women who want to go beyond the decorative performance of the 401 machine. As Miss Hutton has pointed out to the writer, there is a percentage of American women who make their clothes to be distinctive. This limited market would be attracted by a machine of this type design.

2. The buttonholing capabilities of the machine would be a sales feature that could be promoted. —Currently the cam of the machine is not designed properly and this area would have to be studied to develop a design which (a) would enable the operator to start at any point and (b) would have instructive devices which would be a great deal simpler to follow.

B. Negative Sales Features

1. Complexity of Controls
The average housewife would have difficulty in readily mastering the use of the controls. This condition could be greatly improved by making some of the controls different in the manner they are actuated. For example, the controls for engaging the followers on the feed and zig-[fol. 5318] zag cams could be push button type. The feed control and the slide control could possibly be combined into one. (Initial turning of knob would engage feed follower and latter turning would graduate throw of slide.) Part of the latitude of decorative stitching would be lost, however, unless compensated with more cams.

2. Hook and Bobbin Case
The bobbin case can readily fall out of the cradle which hinges it into position in the hook. If the bobbin case is not positioned properly, the cradle is subject to damage. Possible corrective designs for this condition would be:
(1) use 401 Hook which would necessitate opening throat plate slot up an additional .006".
(2) Use 306 Hook with slant needle to give as much accessibility to bobbin case as possible.
The use of a special needle with a scarf to satisfy loop seizure is undesirable.

3. Base Design
The leaf to the left of the operator and the compartments for cam storage are attractive. However, the machine is too far from the operator and the required removal of the machine from base for storage is unacceptable.

II. Technical (Design) and Performance Characteristics

A. Positive Characteristics

1. The writer likes the use of the heart shaped cam for plain zigzaging as distinguished from a

multi-peaked cam we now use on the 401 Machine. Variations between peaks can show up in satin stitching. This has been a serious problem on the 403 Machine and has occurred in instances on "wild" 401 Machines.—The heart shaped cam construction permits a pendulum timing on the machine where there is no danger of the needle moving while it is in the material.

2. The use of 4 amplitude control devices of similar or same construction is good designing.

[fol. 5319] 3. The heart shaped cam design also permits more common parts between the plain stitching zigzag machine and the fully automatic zigzag machine.

B. Negative Characteristics

1. Construction of Slide Mechanism

This is an area that should be studied very carefully. Current construction requires slide plate to be perfectly flat—4 point landing is recommended instead. The utilization of Belleville washers for spring loading (vertically) is unacceptable. This construction would be improved by utilizing compression springs (with washers) in place of the Belleville washers for better spring action. (In case of Belleville washer use on feed regulator we have gone to compression spring.) Vigorelli indicated that the slide is positioned in the ways (on the bed) by the shoulders on the retaining screw running in the two slots. However, this construction on the machine isn't in evidence. It appears as though the ways position the slide in the bed requiring a good fit in manufacture. The latter construction is undesirable while the former is more acceptable.

In actuating the follower of the slide mechanism, it felt heavy while actuation below the bed was greatly improved. Indications are that the mechanical advantage of this system should be improved.

2. Sheet metal Construction
There are parts fabricated in sheet metal that would be more formidable in other materials (C.I. or Al.) and thereby eliminate hand fitting operations.
3. Reverse Feed Stop Nut
The nylon nut used to set the length of reverse stitching is an undesirable construction. It could be turned down to a short stitch length and if the cam controlled feet is actuated, the mechanism could be jammed. A better construction would be a push button riding in a cylinder which could be adjusted in height thereby serving as a control for reverse stitch with manual control.
4. Bobbin Case Ejection Device
Unacceptable in its present form.

[fols. 5320-5334] C. Questionable Features

1. Nylon Gears
Running nylon against nylon is questionable. Our tests have only indicated successful use with nylon running against steel. The effect of moisture with two nylon gears against each other is doubled.
2. Clutch Mechanism
The design appears to be similar to Hosiery Seamers.' However, its performance and construction is an area that we have had little experience with in family machine use.
3. Slide Position For Straight Stitching
For straight stitching use, the follower continues to track in the slide actuating cam with the amplitude control set at zero. The writer has the feeling that she would be a lot happier if there was a more positive means of guaranteeing that the slide was stationary during straight stitching.
4. Assembly and Zeroing Out
This should be reviewed with the Vigorelli people.

III. The machine is more complex than the 401 Machine as far as the number of parts involved. However, the use of the same amplitude generating device in four places enables a mechanic to more readily pick up the construction details of the mechanism than would be possible if these constructions were different. The writer had the feeling that the construction "made sense" when reviewed and is inclined to feel the same reaction may be experienced by the mechanics.
The machine would be more expensive to manufacture than the 401 Machine.

IV. Servicing Problems would be increased.
More mechanism— more servicing.
The machine is subject to more needle breakage if wrong throat plate is used.

V. General Comments
The writer can't help but feel that an automatic zig-zag machine incorporating the decorative potential of the Vigorelli Machine, should be developed. This is a machine that at least should be completed for the "availability list."

E. Herbst.

[fol. 5235] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 76

Company Confidential

December 28, 1959.

Memorandum to: Mr. M. L. Waterman

Vigorelli Embroidery Machine

. . . . . .

[fol. 5236] More than this, I feel that we have reached the point of diminishing returns in the market attractiveness of a greater variety of automatic ornamental sewing. Most purchasers of automatic ornamental sewing machines find they

---

have very little use for this feature and there is a question in the minds of a growing portion of the public as to whether the feature is worth the price. While there will always be a market for machines incorporating the greatest versatility and ornamental features, I feel that this market is shrinking as such machines become more complex and more costly. On the other hand, I feel that there is a growing market for a simple type of zigzag machine—one which is first of all a top quality straight stitching machine, as that will continue to be the most common use for a home sewing machine. In addition, the machine of the future to my mind should have incorporated in it the ability to do plain zigzag stitching, which is the next most important use in home sewing. If then such a machine could have only one automatic feature to give it real sales appeal, that feature should be the ability to make a buttonhole automatically.

* * * * * * * * *

D. G. Robbins

cc: Mr. M. C. Lightner 12 30 59.

[fol. 5337] In United States District Court

Defendant's Exhibit 77

January 18, 1960

Mr. Arnaldo Vigorelli
Spett. A. Vigorelli S.p.A.
Fabbrica Macchine per Cucire
Viale Partigiani 48
Pavia, Italy

Dear Mr. Vigorelli:

Please refer to my letter to you of November 27, 1959, in which I stated that I would write to you further concerning your automatic embroidery machine.

We have now completed our consideration of this matter, from both the mechanical aspect and the question of infringement of the patents of others, and our conclusion is

that we will not embody the mechanical features of the machine which you submitted to us in any of our present machines. However, at some time in the future, we may wish to manufacture and sell a machine having the control for the zigzag needle and the feed-dog which is embodied in your machine. Therefore, we would be interested in acquiring a non-exclusive license from you on any patent or patent application which you may have filed covering this feature. If you would be interested in granting to us such a license on a royalty basis or any other basis, would you please let us hear from you.

We are preparing your sample machines for shipment to you and will give special attention, because of the nature of them, that they may be securely packed. You will be advised of the date and manner of shipment when they will be going forward to you and, at the same time, the drawings which were left with us will be returned to you.

Very sincerely, ——, ——, Vice President.

Noted by Mr. A. J. Pettit

[fol. 5338] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 78

President's Office Received November 17, 1955, Answered

Western Union
International Communications
W. P. Marshall, President

1955 NOV 17 PM 3:51

Received Via Western Union Cables

CD102 31 PD Intl FR-CD Milano Via WU Cables 17 2015

Singer for Lightener (for Lightener CR Singer Mfg. Co.)
NYK (149 Broadway 34th fl.)
(IF CLSD Del Drman 83 Liberty St.):

Agreement signed mailing copy stop tried every way Frankfurt Karlsuhe Wiesbaden to get a look at, Messrschitz none in dealers hands yet for sale only samples

Waterman

Karlsuhe Weisbaden Messrschitz

[fol. 5339] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 79

Received Patent Department, May 11, 1956, Answered—

Tuesday, May 9th.

Dear Colleagues:

After much discussion with Mr. W. C. F. yesterday I am heading for home tonight.

Am a bit concerned over the Messerschmitt situation. Apparently they have filed in many countries Great Britain being an example. Strange as it may seem all of those Japanese patent applications which are published for opposition are received at the Pat. Office in London about 6

weeks after publication. When received they become publications within the United Kingdom and are references. As an example P.A. Ser. No. 4588/1950 of Kokichi Matsudo filed April 10, 1950. Published May 11, 1953 became a reference in the United Kingdom on June 26, 1953.

Talked with Heggie today about the Pique M/C—also—Mr. MLW is taking up stand with Birchell as I leave too early in the morning to discuss it.

Had dinner with Mr. Lightner in London Sunday night—he arrives here in Scotland tomorrow. I think he is per- [fol. 5340-5342] turbed over Messerschmitt; unduly so.

. . . . . .

Typewritten copy prepared by Defendant.

JBS.

[fol. 5343] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 80

May 22, 1956.

Dr. S. Lando,
Compagnia Singer per Macchine da Cucire,
Via Dante 18,
Milan, Italy.

Dear Dr. Lando:

We thank you for your letter of May 16, 1956 enclosing a copy of Italian patent No. 530,381 of Messerschmitt together with the relative English translation.

This will confirm the fact that we have this day sent you the following cablegram:

> Can claims of Messerschmitt Italian Patent No. 530381 be infringed by machine like Class 319 whose feeding mechanism is not controlled by cams?

Since our Company is now preparing to manufacture in Italy the Class 319 machine as described in this Company's Perla U.S. patent application Serial No. 473,855, December 8, 1954, the question arises as to whether this machine

would infringe in Italy any claims of the above noted Messerschmitt Italian patent No. 530,381. We would be pleased if you would, at your earliest opportunity, discuss this question with our Italian patent attorneys and advise us of their conclusions.

We believe that you have available to you a specimen Class 319 machine. By referring to this machine and or to Italian Perla patent application Serial No. 88/64, May 25, 1955 (Corresponding to the above noted U.S. Perla application Serial No. 473,855) you will readily appreciate [fol. 5344] that the Class 319 machine differs from that disclosed in the Messerschmitt patent in that its feeding mechanism is not controlled by a rotary cam mechanism and, furthermore, its cam pack which controls the lateral needle movements is not designed to be readily removed from the machine.

Although it may not be pertinent to the present issue, it is interesting to note that the latest Messerschmitt automatic zigzag machine sold in the U.S. is similar to our Class 319 machine in that its feeding mechanism is not cam controlled and its cam pack is not designed to be readily removed from the machine.

In order to be of some assistance to your attorneys in determining the scope of the Messerschmitt claims we have hereinbelow discussed each of the claims in the light of the most pertinent prior art patents.

Claim 1

This claim calls for cam-controlled needle mechanism "and or" cam-controlled feeding mechanism. Our literal interpretation of this portion of the claim would be that the claimed machine comprises one of three constructions, to wit: (1) a cam-controlled needle only, (2) a cam-controlled feed only, or (3) both a cam-controlled feed and a cam-controlled needle. We do not know whether this claim would be so interpreted by the Italian courts par- [fol. 5345] ticularly since the specification indicates that the invention is in the provision of the combination of a cam-controlled needle and a cam-controlled feed.

This claim also calls for cams in the form of "replaceable packs".

The Class 319 machine, as above noted, has no cam-controlled feeding mechanism nor is its cam pack readily replaceable. The Vigorelli Italian patent No. 497,557 filed January 28, 1953, discloses a machine with a cam-controlled needle mechanism and a replaceable cam pack. Therefore, if this claim must include a cam-controlled feeding mechanism it cannot be infringed by our Class 319 machine, and if it is not necessary to include the cam-controlled feed in such claim then the claim is apparently anticipated by the Vigorelli patent disclosure.

Claim 2

We do not know whether the cam-controlled feeding mechanism is positively or alternatively included in this claim. In any event, it would appear to us that this claim primarily calls for a plurality of "finger-shaped" cam followers which may be selectively shifted into and out of operative relation with the cams, and means for operatively connecting such fingers with the needle and/or the feed.

Broadly interpreted, without reference to claim 1 and without including the cam-controlled feed, this claim would appear to be infringed by the Class 319 machine. How-[fol. 5346] ever, the Italian Gegauf-Bernina patent No. 501,172, filed May 30, 1953, discloses in Figs. 9, 17 and 18 the use in an ornamental stitching machine of a plurality of cams in combination with a plurality of cam followers.

Thus, this claim standing by itself and without including a cam-controlled feeding mechanism would appear to be anticipated by the Gegauf-Bernina Italian patent disclosure.

Claim 3

This claim apparently broadly calls for the idea of providing a plurality of cam followers which may be shifted independently of each other or in combination into engagement with the corresponding cams so that at least two of the followers can be cam-operated in unison.

As broadly interpreted and without reference to claims 1 and 2, this claim would be infringed by our Class 319 machine. We know of no prior art which would function in Italy fully to anticipate claim 3. However, Vigorelli Ital-

ian patent No. 507,862, filed September 29, 1953, broadly discloses the idea of engaging two cams with a single cam follower so that the needle can be shifted laterally in accordance with the combined cam action.

Claim 4

This claim apparently broadly calls for a plurality of cam followers which can be independently actuated so as to be engaged with or disengaged from their associated cams. In other words, it would appear that this claim at-
[fol. 5347] tempts to differentiate the cam follower construction of the Messerschmitt machine from that construction disclosed in Figs. 9, 17 and 18 of the above noted Italian Gegauf-Bernina patent No. 501,172.

As in the case of claim 3, above discussed, we know of no prior art which would function, in Italy as a complete anticipation for claim 4.

Claim 5

We do not know the exact meaning of claim 5 but it would appear to us that it is primarily concerned with the broad idea of providing a machine of the type described with a plurality of cam followers mounted upon a rocker which may, together with all of the cam followers, be readily removed from the machine. If this interpretation is correct, claim 5 appears to be innocuous for the Class 319 machine is not provided with a removable rocker.

Claim 6

This claim calls for an interlocking mechanism provided with the cam follower members so that as one follower is engaged with its associated cam the remaining followers will automatically be shifted into their inoperative positions. No such interlocking mechanism is provided in the Class 319 machine and thus this claim would appear to be innocuous.

Claim 7

This claim apparently is concerned with the idea of having all of the cam followers act either singly or in com-
[fol. 5348] bination upon a single rocking member which controls either the needle or the feed. Standing by itself

without reference to any of the preceding claims, claim 7 would apparently be infringed by the Class 319 machine. However, if so interpreted this claim would appear to be anticipated by the mechanisms disclosed in Figs. 9, 17 and 18 of the above noted Italian Gegauf-Bernina patent No. 501,172.

Claim 8

There appears to be no question but that this claim positively calls for a cam-controlled feeding mechanism and thus the claim cannot be infringed by the Class 319 machine which incorporates therein no cam controlling means for its feeding mechanism.

Claim 9

Apparently this claim positively recites mechanism which permits the packs of cams to be removed from their cam shafts in a direction axially of such shafts in order that the packs may be readily replaced. We do not believe that the single removable outboard cam of the Class 319 machine can be considered as a "cam-pack" in the sense that this term is used in claim 9. Also, since the inboard cam pack of the Class 319 machine is not readily removable from its cam shaft it would appear that this claim, standing by itself, cannot be infringed by this machine. Furthermore, claim 9 without reference to any of the preceding claims would appear to be substantially anticipated by Vigorelli [fol. 5349] Italian patent No. 497,557 filed January 28, 1953.

Claim 10

Since this claim appears positively to call for a particular type of stitch-length adjusting mechanism which is not incorporated in the Class 319 machine there is little doubt but that this machine does not infringe claim 10.

Summary

It would appear that if all of the Messerschmitt claims must be interpreted as including within their purview a cam-controlled feeding mechanism, then such claims cannot be infringed by our Class 319 machine. On the other hand if all of these claims need not be interpreted as including a cam-controlled feeding mechanism then the primary ques-

tion would appear to be whether the claims define sufficient invention over the above noted Vigorelli and Gegauf-Bernina patents to be infringed by the Class 319 machine.

As noted above we would appreciate receiving from you as soon as possible the opinion of our Italian patent attorneys regarding the infringement status in Italy of our Class 319 maching with reference to the Italian patent No. 530,381. You will note that in our above discussion we mentioned as prior art material only the several Vigorelli and Gegauf-Bernina Italian patents. As you well know there are other pertinent reference patents which could be employed against the subject Messerschmitt patent and [fol. 5350] we would be pleased to send copies of them to you if necessary. However, it would appear to us that the above noted Vigorelli and Gegauf-Bernina patents are the most pertinent to the present issue.

We thank you for any cooperation and assistance which you can extend to us in this matter.

Yours very truly, The Singer Manufacturing Company, ——, ——, Patent Department.

CC: M. L. Waterman.

[fol. 5351] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 81

Received Patent Department, May 28, 1956, Answered—

Compagnia Singer
Per Macchine Da Cucire

Direzione Generale

Milano
Via Dante, 18

24th May, 1956.

J. G. Stanford, Esq.,
Patent Department,
Elizabethport F, N. J.

Dear Mr. Stanford:

We confirm having received your cable of the 21st worded as follows:

> "'Can claims of Messerschmitt Italian Patent 530381 be infringed by machine like class 319 whose feeding mechanism is not controlled by cams'"

to which we replied today:

> "'According to our patent advisers mere fact that feeding is not controlled by cams is not sufficient as alone to exclusive infringement stop Report follows'"

Because of the technical nature of your question, we thought it advisable to ask Ing. Faraggiana, of Messrs. Barzano & Zanardo, to compare the drawings of Italian Patent Messerschmitt 530.381 with a 319 Class machine. The technical devices of this machine were explained to us by an operative of Monza Factory, who obviously has not been informed of the purpose of our investigation. Enclosed is Ing. Faraggiana's report.

We are at your disposal for any further information you may need on the matter and beg to remain,

Yours very truly, ——, ——, Compagnia Singer, per Macchine da Cucire,

Encl.

[fol. 5352] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 82

Received Patent Department, May 28, 1956, Answered—

Ing. Barzano & Zanardo
Studio Tecnico e Legale
per
Brevetti d'Invenzione
e Marchi di Fabbrica

Milano 23.5.1956.

Spett. Singer
Macchine da cucire
Milano
Via Dante, 18

To the attention of Dr. Lando—

We have considered the cable received by you in connection with Italian Patent 530381 and in order to have the most clear idea of the question we have considered also the structure of the machine inspected together with you in your factory in Monza.

Actually the question raised in the telegram can be intended under two different standpoints. The first is a purely juridical one. Considering that the main claim of Patent 530 381 recites a machine in which two sets of cams control the transversal motion of the needle and the feeding device respectively, the question can be laid whether a machine including only one of such sets of cam is to be automatically considered, owing to this very fact, as not infringing the patent; this is quite a general question, regardless of the novelty of the subject matter recited by the claim. The answer to this question, according to the Italian Law and practice, is negative. The claim is no limitation in an Italian patent, and any novel subject matter disclosed even only in the specification or the drawings can be validly covered by the Italian patent, unless it is in obvious contradiction with the claims (which is not the case in the present instance) or it is clearly excluded from the pro-

tection by a positive statement contained in the specification.

If the question is intended under the above aspect, the answer is that the mere circumstance that the feeding [fol. 5358] mechanism of a certain zigzag machine is not controlled by cams is not sufficient as alone to exclude infringement of the Italian patent by such machine.

The question, however, can be regarded also from a further technical standpoint, that is whether a machine generally similar to the machine disclosed in the Italian patent in which, however, the feeding mechanism is not controlled by cams is to be considered as validly protected by the so broadly interpreted Italian patent, whereby such a machine can be held to be an infringement thereof.

This is a question involving not only the knowledge of the general Italian Law and practice, but also the particular subject matter of the Italian patent as well as the prior art pertaining to the same scope. Moreover the answer would bear on a subjective opinion rather than an objective information.

We are writing this letter as an immediate answer to your question and we did not go through the prior art at our disposal by this time, but it is our impression that the broad idea of a set of cam controlling the lateral displacement of the needle bar was not novel in November 1954, so that such broad idea could not be covered by the Italian patent. We wonder whether the construction involving a plurality of fingers to be brought in contact with a plurality of cams to form combination just as described and illustrated in the Italian patent can be considered as novel in view of Harris and Vigorelli. We are very doubtful on this point; a question of this nature, however, should be proposed in very full and detailed terms, but perhaps the cable received by you was not aiming to an answer under such aspect.

Anyhow it is obvious that whether the Italian patent can validly cover also machines without cams controlling the feeding mechanism is quite a questionable matter.

Yours faithfully, Ing. Barcano & Zanardo, by Ri. Genarofalie.

[Vol. 5354] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 84

Received Patent Department June 18, 1956, Answered—

Ing. Barzano & Zanardo
Studio Tecnico e Legale
per
Brevetti d'Invenzione
e Marchi di Fabbrica

Milano 7.6.1956.

Spett.
Singer
Macchine per cucire
Milano
Via Dante, 18

Alla cortese attentione del Dr. Lando—
Italian Patent 530381 Messerschmitt.

Dear Dr. Lando,

further to our letter of May 23, we have carefully reconsidered the remarks of Messrs Singer Mfg Co. contained in their letter of May 22 addressed to you and we summarize our views hereunder.

Claim 1—Literally the claims call for packs of cams controlling the lateral movement of the needle and/or the cloth feed. Personally, we have some doubt whether the expression "and/or", in any language is the most adapted to qualify also the presence of the first element alone, but as far as we know, the literal interpretation contained in said letter is universally accepted also in Italy.

Whether the so broad interpretation would be taken as correct in this actual case, is another question, because the whole specification must be taken into account.

The first paragraph of the specification clearly states that the invention relates to machines having both zigzag and feeder automatically controlled. In the third paragraph it is acknowledged that previous machines were existing in which a plurality of cams on a single shaft were provided

for controlling the transversal movement of the needle. The fourth paragraph, as a consequence, concludes that the invention provides a control by a plurality of cams both for the zig-zag and the feeder.

[fol. 5355] In our opinion, a correct interpretation of claim 1 should refer to the combination of the two controls, because the specification fairly indicates that such was the inventor's idea, although claim 8 might be taken as a contrary argument.

We cannot be sure, however, that a Court would not accept the meaning of this claim in the broader sense, especially if taken in combination with claim 3, as we shall discuss hereinafter.

Anyhow, the broad idea of a plurality of cams selectively controlling the zig-zag motion of the needle is obviously anticipated by Vigorelli and we wonder how could a Court have any doubt on this circumstance.

As a conclusion we are of the opinion that a correct judgment according to the Italian practice should decide that the invention validly covered by claim 1 is to be intended as referred to both controls, either for formal reasons in view of the specification or for reasons of novelty in view of the prior art or for both reasons taken in combination.

Claim 2—In our opinion this claim, as referred to claim 1 in any sense but excluding the statement of claim 3, contains no subject matter. The claim broadly states that the cams cooperate with followers. If a mechanism is controlled by cams, obviously corresponding followers must be provided. A single shiftable follower for several cams would be a subsequent step in an inventor's mind. Claim 1 implicitly includes the idea of followers moved by the cams, otherwise the provision of cams would be useless. The term "finger-shaped members" is presumably a translation of some German term.

In our mind, this claim adds nothing inventive to claim 1 and, therefore, is anticipated not only by Gegauf, but also by Vigorelli, in spite of the fact that Vigorelli shows a single follower. The remarks of said letter in this respect, however, are quite correct.

Claim 3—This claim contains a clause which, taken in combination with the broadest interpretation of claim 1,

originates perhaps the most delicate point of the whole question. This clause is the possibility of engaging a plurality of followers provided on a single member each with the respective cam so as to obtain the effect as of a cam corresponding to the superposition of several cams.

[fol. 3356] If we assume that, at least with respect to the clause of claim 3, a Court reads the patent as not limited to the existence of both zig-zag and feeder controls, we must conclude that Class 319 machine incorporating such feature falls within the scope of the patent.

The question here is whether in view of the prior art a Court would hold said feature as broadly defined hereabove to be inventive subject matter. Our opinion in this respect is that Vigorelli sufficiently teaches to utilize the profile of two cams simultaneously for obtaining the result mentioned hereinbefore. We wonder whether a mechanism including a plurality of actuating cams and an actuated member provided with a plurality of followers each of which can be optionally engaged with the respective cam so as to cause either one or more followers to be operative is disclosed in a prior art whatsoever different from sewing machines. If by chance this is the case, it would be very scarce invention, if any, to use such device instead of using the single follower of Vigorelli in the intermediate position. It must be observed incidentally that using a second cam in addition to another cam simultaneously may give rise to a substantially new profile, but using a further cam in addition to a considerable number of other cams simultaneously would lead either to a very slight change in the sewing line or to something very similar to a mere straight sewing. We mean that the improvement in embroidery designs becomes less important as far as the number of simultaneously operating cams increases.

Anyhow, claim 3 contains the most questionable feature in connection with the problem raised by said letter.

Our opinion is that an Italian Court would rather hold this feature not patentably novel in view of the prior art, especially in these times when our Courts seem to get perhaps more severe in recognizing inventiveness. This is, however, only an opinion of ours, and perhaps a search through more or less similar arts might afford some further argument.

Claim 4—The statement of this claim is already included as an alternative in claim 3. Although a complete anticipation has not been found, our opinion is that such a construction would be a plain equivalent of Vigorelli or Gegauf, if it is intended that only one cam is to be used at a time.

Claim 5—This claim refers to the followers mounted on a shaft 38, on which each follower can be rocked so as to [fol. 5357] become operative (39) or to be withdrawn (40). We do not remember exactly whether the followers of Class 319 are mounted in this manner, but our opinion is that this feature as above does not show inventiveness; it may be considered as a particular embodiment of claim 3, supposing the latter is held valid.

Claim 5 mentions also the optional feature according to which the shaft bearing the followers is mounted on a tiltable rocker (35). This secondary feature does not appear to be incorporated in Class 319 Machine, as far as we remember.

Claim 6—We agree that the Class 319 machine does not interfere with this claim, which recites an embodiment in contradiction to Claim 3.

Claim 7—It is right that the broad idea recited by this claim, that is a single rocking member bearing a plurality of followers, is anticipated by Figs. 9, 17, 18 of Gegauf; this claim should be considered only in combination with claim 3, in which case, however, it would add nothing further patentable to the latter.

Claim 8—The technical feature recited by this claim has no interest in the question, because it is strictly related to the existence of two cam-controlled mechanisms. The only interesting passage of this claim is the condition expressed in optional form "when two packs of cams are provided"; this might support the interpretation that the existence of a cam-controlled feeding mechanism is not imperative according to the patent.

Claim 9—This claim is apparently referred to the provision of two controlling mechanisms, comprising two sets of cams born by a shaft on the two opposite sides of a gear wheel fixed on the shaft, whereby each of said two sets of cams can be removed from the shaft independently from the other. We do not feel that this claim can be given a

broader meaning than that; consequently, it could not be considered as infringed by Class 319 Machine.

Claim 10. This claim, with its redundant wording, recites, as far as we understand, the provision of a conventional hand operated stitch length regulator in addition to the cam-operated feed regulator, so as to use either at will.

[fol. 5358] Class 319 Machine shows nothing similar.

Summarizing our views, the substantial danger that the Class 319 Machine is declared by a Court to be an infringement of the Italian Patent 530381 depends upon whether the Court would hold this patent to cover a construction substantially defined by the following more or less formal claim:

"A sewing machine for automatic embroidery including a rocking member actuating the transversal oscillations of the needle bar, a plurality of cams on a rotating shaft, and a plurality of followers on said rocking member each of which can be set into engagement with one of said cams, whereby the movement of said rocking member can be governed by any number of said cams simultaneously."

In our opinion the structure roughly outlined hereabove is actually disclosed in the Italian Patent; there would be the doubt, however, whether the whole of the Italian text shows that the provision of a single set of cams is positively excluded from the protection or not. Although the more sensible interpretation of the specification would lead to exclude said broad protection, the possibility exists that a Court would accept the broader interpretation.

In this latter case, the question of inventiveness would arise. In our opinion it would be within the range of an expert to use several followers instead of a single one either in Vigorelli or in Gegauf, especially in view of Vigorelli's teaching that two cams simultaneously can be used for combining the two designs given by the single cams into one.

Although this opinion can be reasonably supported with good chances of having it accepted by an Italian Court, some risk must still be taken into account, since this is a question of merits to be evaluated by human brains.

Anyhow we feel that some prior art showing the use of

several cams used in selective combination simultaneously in machines of not too different sort, such as textile or knitting machines, would be of considerable help in obtaining a decision of invalidity in connection with the invention outlined by us in the lines hereabove.

Yours truly, Ing. Barzano & Zanardo, by: ——

———

[fol. 5359] In United States District Court

Defendant's Exhibit 85

Received Patent Department, June 20, 1956, Answered.

L. Adamson
Frankfurt Am Main
Gutleutstrasse 42-44
Singer-Haus

June 15th, 1956.

J. G. Stanford, Esq.
The Singer Manufacturing Company
Patent Department
Elizabethport F, N. J.

Dear Mr. Sfanford,

Multiple-Cam Ornamental Stitch Sewing Machine—
Messerschmitt

With reference to the visit of patent agent Dipl. Ing. Busselmeier of Augsburg, Grottenau 2, and the chief designer of the Messerschmitt A.G. of Augsburg, on May 25th, 1956, and the inspection by them of the 319 W Machine the following letter has been received by us from Mr. Busselmeier.

"Mr. Brandt of the firm Messerschmitt and I as permanent counsellor in patent law matters and representative of the Messerschmitt A.G. ascertained that the ornamental stitch automatic of the type 319 W agrees identically in its essential principles with the ornamental stitch automatic for which the firm Mes-

serschmitt A.G. filed patent applications some considerable time ago already. In the constructional details too we found surprising conformities and identities.

The similarity of principle must inter alia be seen in that several feeler followers located together on a rocker may be combined at choice so that a great number of possible combinations is given if a stack of gangs is connected with the followers. The constructional similarities concern in particular the construction of the rocker and the arrangement of the feeler followers on the rocker.

The patent law questions connected with these ascertainments should best be discussed between the mutual patent counsellors with the aim to arrive at an amicable settlement ("Applanierung") of the situation. For this the way may perhaps be chosen that the two counsellors for patent law matters prepare and formulate conjointly a proposition for such a settlement ("Applanierung") which is to be submitted to the boards of directors.

I may repeat yet that patent applications for the ornamental stitch automatic of Messerschmitt have not been filed in Germany and USA only but also in a number of foreign countries so that in the case of an agreement it should be desirable to come to a global arrangement.

[fol. 5360] I beg to ask, also in the name of my clients, the Messerschmitt A.G., for your suggestions for another conference.

I thank you at the same time, also in the name of Mr. Brandt and likewise in the name of the board of directors of the Messerschmitt A.G., for the kind reception we had by you and remain,

With kind regards. Yours very respectfully. Sgd. R. Busselmeier."

Kindly note.

As you will see this letter confirms the remarks of Mr. Busselmeier when he called on us and which we reported

to you on the 25th ult. Nothing is mentioned now, however, of who is to pay the possible expenses of Mr. Busselmeier and where a further conference is to take place. In conformity with the suggestion in your letter of June 8th, we have not communicated anything of its contents to Mr. Busselmeier or the Messerschmitt A.G. up to now.

I await now your further advices how you wish to deal with this matter and the proposal of Mr. Busselmeier of a further conference of your goodself with him.

Yours very truly, L. Adamson.

Copy to Mr. M. L. Waterman.

[fol. 5361] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 86

air mail

June 27, 1956.

L. Adamson, Esq.,
Singer Nähmaschinen Akt.-Ges.,
Gutleutstrasse, 42,
16 Frankfurt a Main 1,
Germany.

Dear Mr. Adamson:

Multiple-Cam Ornamental Stitch Sewing Machine—Messerschmitt.

Thank you for your letter of June 15th advising us as to the contents of a letter you have received from Mr. Busselmeier.

I quite agree with Mr. Busselmeier that an amicable settlement of this entire matter should be reached, for only our competitors would profit from extended and costly litigation between Singer and Messerschmitt.

Messerschmitt's repeated statement that it has patent applications filed in a number of countries is of interest. As stated in my last letter to you, we have filed patent applications in some twenty countries of the world and

this fact should be made known to Mr. Busselmeier and, if possible, inquiry should be made as to the number of countries in which they have made application.

I expect to be in Europe again in the latter part of July or in the month of August, and if this is satisfactory to Mr. Busselmeier I shall be glad to discuss this matter [fol. 5362] with him at that time. On the other hand, Mr. Busselmeier may feel that an earlier meeting is desirable and, if so, his suggestions would be appreciated.

The reading of Mr. Busselmeier's letter leaves me with the impression that he feels that Messerschmitt's position is favorable and, no doubt, this attitude was fostered by the fact that we approached Messerschmitt last May. Within a week or two, we believe a conflict between the United States patent applications of Singer and Messerschmitt should develop, and we feel that it will be to our advantage if it develops before either you or we have any further talks with Busselmeier. Accordingly, we suggest that, for the moment, no urgency be displayed in this matter, for we believe that upon learning from the U. S. Patent Office of such a conflict Busselmeier will be stimulated into making further inquiries of Singer.

Yours very truly, The Singer Manufacturing Company, ——, ——, Patent Department.

CC:Mr.M.L. Waterman.

[fol. 5363] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 87

July 10, 1956.

M. L. Waterman, Esq., Vice-President,
The Singer Manufacturing Company,
Singer Building, New York.

Dear Mr. Waterman:

Multiple-Cam Ornamental Stitch Sewing Machine—Messerschmitt A.G.

We have learned from the United States Patent Office that our United States Perla patent application Serial No. 473,855, relating to the Class 319 machine, interferes with an application of an unnamed adversary, which we have no doubt is Messerschmitt. Messerschmitt's United States attorney will, no doubt, waste no time in advising his client of this interference.

The burden of going forward with this interference now rests with Messerschmitt who undoubtedly has been given the usual 30 days in which to indicate to the United States Patent Office whether it wishes to enter or withdraw from a possible interference. The purpose of the interference is to determine which of the two interfering parties should be awarded a patent covering the interfering subject matter of both applications. If Messerschmitt chooses not to enter the contest then the Perla application would issue as a patent containing claims which in the United States [fol. 5364] would be infringed by the Messerschmitt machine. We fully expect Messerschmitt to proceed with the interference.

Neither Singer nor Messerschmitt will be advised by the Patent Office as to the identity of the other party until Messerschmitt indicates to the Patent Office that it will enter the interference. However, Messerschmitt, like ourselves, should have no doubt as to the identity of its unnamed adversary.

We would expect to prevail in such an interference because the invention date of the Perla application is prior to the earliest patent application date which Messerschmitt

can establish. However, as you know, the reverse situation obtains in Europe where Messerschmitt can establish a patent application date prior to any that Singer could establish. It is for this reason that it would be to our best interest to enter into an agreement with Messerschmitt.

In view of this latest development we believe that it would be well for us to ask Mr. Adamson to answer Mr. Busselmeier's letter in the manner suggested in a draft letter which we are enclosing.

Yours very truly, The Singer Manufacturing Company, ——, ——, Patent Department.

Enclosure—
Draft Letter

In triplicate

[fol. 5365] In United States District Court

Defendant's Exhibit 89

Received Patent Department, August 9, 1956, Answered—

The Singer Manufacturing Co.
Singer Building
149 Broadway
New York 6, N.Y.

In Replying please refer to 31-021

August 8, 1956.

L. Adamson, Esq.,
Frankfurt a/Main, Germany.

Dear Mr. Adamson:

Multiple-Cam Ornamental Stitch Sewing Machine—Messerschmitt A.G.

Both Mr. Stanford and I were pleased to receive your letter of August 3rd, addressed to Mr. Stanford and advising that Mr. Busselmeier would like to see Mr. Stanford

when he is in Europe the latter part of August. First, I would like to say that both Mr. Stanford and I will be coming to Germany to partake in the talks with Mr. Busselmeier and representatives of the Messerschmitt Company.

We had hoped very much that Mr. Busselmeier would have received certain information from the United States Patent Office before we would begin discussions with him, and we would prefer to confer with him, therefore, shortly after the first of September, as by that date we believe that he will surely have heard from that Office. However, I would caution you that the knowledge we have that he will be receiving this information from the Patent Office, probably through his New York attorneys, is of a very confidential nature and, whenever you may be talking with him in any manner, we would not wish any mention made of the fact that we have knowledge that he will be receiving this information. We would prefer and hope that he would first bring to your attention the fact that he or his attorneys have had word from Washington. If and when he should first happen to mention having received such a communication, please cable me this fact so that I will know of it at the earliest possible moment.

. . . . . .

[fol. 5366] If you agree with the preceding plan and you can be present, as we would very much like to have you there, and it can be arranged that Dr. Weigand can be present on the dates that I have mentioned, and you find that arrangements can be made with Mr. Busselmeier and representatives of the Messerschmitt Company for our conversations to take place beginning Wednesday, September 5th, approximately, please proceed to make such arrangements. I suggest that any conversations you have with Mr. Busselmeier be of a nature that will not imply to him any anxiety on our part in this matter but will just express our desire to arrive at an amicable agreement, as we have previously mentioned. If, when arranging for the conference, any information is elicited from Mr. Busselmeier concerning any word he may have received from the United States through his attorneys, and without you in

any way mentioning the U.S. Patent Office or any letter from it, we would be most interested to learn of it. I realize this last is repetitious but, in view of the confidential nature of some of the information that we have received, we cannot refrain from making this statement once again.

. . . . . .

[fol. 5367] M. L. Waterman, Vice President.

. . . . . .

[fol. 5368] In United States District Court

Defendant's Exhibit 90

Received Patent Department, March 4, 1957, Answered

Toulmin & Toulmin
Attorneys at Law
Corporation and Patent Law
Washington 4, D. C.

March 1, 1957.

Singer Manufacturing Company
Elizabeth F, New Jersey

Re: Agreement Singer Mfg. Co.—Messerschmitt

Gentlemen:

We have been forwarded the attached contract in quadruplicate, for the purpose of submitting it to you for your signature. We are not familiar, except generally, with the negotiations that have taken place between yourself and Messerschmitt, but we understand that this signed contract is in accordance with the negotiations that have been conducted.

This has been confirmed by a cable from our Belgian office from Mr. H. W. Herzfeld who is now there for the next several months dealing with our European clients.

Will you kindly sign the contract and return two copies to us, retaining the original and a duplicate for your files.

If we can be of any further service to Messerschmitt or yourself, please advise.

Very truly yours, H. A. Toulmin, Jr.

Encl. Agreement (4 copies)

cc: Brussels office
cc: Dayton office
cc: Busselmeier

[fol. 5369] Agreement

Agreement dated as of February Eleventh, Nineteenhundred Fiftyseven, between the Singer Manufacturing Company (hereinafter called "Singer"), a corporation organized and existing under the laws of the State of New Jersey, United States of America, and Messerschmitt, A. G., (hereinafter called "Messerschmitt"), a corporation organized and existing under the laws of Western Germany for them and their respective assignees and successors.

1. Singer will not bring any infringement action against Messerschmitt under the rights derived from patents now issued or to be issued in any country with respect to subject matter disclosed in Messerschmitt German Patent Applications and when embodied in sewing machines manufactured and sold by Messerschmitt and/or its customers.

2. Messerschmitt will not bring any infringement action against Singer under the rights derived from patents now issued or to be issued in any country with respect to subject matter disclosed in Singer's German patent application Serial No. S 46,780 and when embodied in sewing machines manufactured and sold by Singer and/or its customers.

3. Singer and Messerschmitt each agrees not to institute any opposition, nullity or invalidation proceedings in any country against or otherwise to attack the others above noted patents or patent applications in any country and immediately to withdraw any such proceeding if it has already been instituted provided, however, that if such patents and patent applications are or have become involved in a patent office priority-determining proceedings such as a United States interference or a Canadian conflict proceeding, then both parties will work together in order to settle

such proceeding in accordance with the laws and regulations of the patent office concerned and in the spirit of this agreement.

4. Singer and Messerschmitt each hereby releases the [fol. 5370] other from any and all claims for infringement of patents in respect of subject matter coming under the terms of this agreement and manufactured and/or sold in any country prior to the date of this agreement.

5. Singer, as designated in the agreement, shall be understood as including the Singer Manufacturing Company, Singer Sewing Machine Company, their present and future subsidiary, affiliated, and associated companies, licensees and customers throughout the world. Messerschmitt, as designated in this agreement, shall be understood as including Messerschmitt A.G., its present and future subsidiary, affiliated, and associated companies, licensees and customers throughout the world.

In Witness Whereof, the parties have executed this agreement as of the day and year written above.

The Singer Manufacturing Company. By , ,
Vice President.

Witness:

——, ——

Messerschmitt A.G. By [Copy Illegible].

Witness:

[Copy Illegible]

[fol. 5371] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 91

March 8, 1957.

Toulmin & Toulmin,
Pennsylvania Building,
Washington 4, D. C.

Gentlemen:

Singer-Messerschmitt Patent Agreement

Thank you for your letter of March 1, 1957, enclosing in quadruplicate a proposed Singer-Messerschmitt agreement.

We are in favor of the agreement in its present general form and we would have had it executed by Singer but for the wording of a single clause of paragraph (1). To avoid any possible misunderstanding as to its meaning, we would suggest that this paragraph contain some specific reference to the type of Messerschmitt machine or machines covered by the agreement. Our suggestion is that in paragraph (1) the clause "disclosed in Messerschmitt German Patent Applications" be altered to—disclosed in Messerschmitt German Patent Application Serial No. 25,287 VII 52a—. In the event that the above identified Messerschmitt patent aplication does not adequately or completely disclose the Messerschmitt machine forming the subject of the agreement, paragraph (1) could properly contain a reference [fol. 5372] to other pertinent pending patent applications. If your clients prefer, photographs or drawings of the subject Messerschmitt machine could be made a part of the agreement with reference to the photographs or drawings being made in paragraph (1).

We would appreciate it if you would pass on to our Messerschmitt friends our suggestion as to paragraph (1). In the event that they favor the suggestion they may wish to redraft the agreement *and send it on to us* for execution.

Alternatively; they may prefer to discuss the matter further with Singer. Our Vice-President, Mr. Max L. Waterman, expects to be at the Frankfurt Office sometime shortly after April 15 and if our Messerschmitt friends should be desirous of further discussion satisfactory ar-

rangements can be made for Mr. Waterman to see them.

We are pleased that your client is favorable to this type of patent agreement for it permits each party to continue to manufacture and sell its respective machine, throughout the world, without the necessity of costly interference and opposition proceedings as well as protracted patent litigation.

Yours very truly, The Singer Manufacturing Company, ——, ——, Patent Department.

cc: MLW (Blnd)

Copies sent to W. Niemann and L. Adamson 3 14 57.

[fol. 5373] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 92

Received Patent Dept., May 20 1957. Answered—

Dr. E. Wiegand
München
Dipl.-Ing. W. Niemann
Hamburg
Patentanwälte

14th May 1957.

By Air-Mail!

The Singer Manufacturing Company
Patent Department
Elizabethport F, N.J.

Attention—Mr. Stanford

W.17130 57 Dr. EW DM

Re: Singer-Messerschmitt Patent Agreement (US-Serial No 548 481)

Dear Mr. Stanford,

with reference to the prior correspondence I am reporting that on the 10th inst. a conference has taken place between Mr. Fuchshuber, Mr. Busselmeier and the writer in Munich in the works of Messerschmitt A.G.

In the said conference the whole subject matter has been thoroughly discussed.

The result was the following:

Messerschmitt is willing to execute an agreement on the general lines of the document (3) and is willing to accept a "nonexclusive, *nontransferable* and royalty-free license" as regards US-Patent Application Serial No. 548 481 provided that

1) in the "premises" of the agreement a statement is included that the provisions of the agreement dated April 16th, 1957 (Frankfurt am Main) remain unaltered, and
2) a slight formal amendment is effected in paragraph 3 of the document (3), and
3) a slight amendment is effected on page 2, paragraph 2 of the said document.
("Document (3)" in this connection means the agreement (3) submitted by SNAG to Mr. Bässelmeier).

As a matter of precaution I am enclosing herewith a copy of the said document (3) (Agreement).
[fol. 5374] The details of the conference are to be seen from the enclosed "Aktennotiz," translation of which is also enclosed in duplicate.

The main objection of Messerschmitt was made to the word "nontransferable license." I succeeded, however, in overcoming this objection by suggesting a reference to the agreement of April 16th, 1957 (Frankfurt am Main), in order to make clear that Messerschmitt's right to grant licenses as regards their constructions Kl. 52 KE, Kl. 53 KE and Kl. 54 KE remains unaltered.

The Board of Messerschmitt had objected to the third paragraph of the document (3), which objection, however, may be overcome by inserting the word "therefor" or "in consideration thereof" or the like in the first line of paragraph 3 of document (3).

The slight amendment on page 2, paragraph 2, line 2, ("efforts" instead of "endeavours") is due to an animosity of Mr. Fuchshuber to the word "endeavours"; I think you will not have any objections against "efforts."

The following steps now have to be taken:

(a) Messerschmitt will at once examine whether in fact the US Application Serial No 548 481 has been already assigned to Messerschmitt. Singer is also requested to examine whether the assignment has been correctly recorded at the US Patent Office.
(b) Messerschmitt will execute the assignment according to document (2) before the US Consul (document (2) sent by SNAG) as soon as it is clear that in fact the assignment of Willy Messerschmitt and Kurt Brandt to "Messerschmitt" is recorded.
(c) Messerschmitt is awaiting an amended agreement (new document (3)).

I think that it will furthermore be necessary to ask for a further extension of term as regards the interference proceedings.

[fol. 5375] I am enclosing herewith a draft for a new document (3); I would be pleased, however, if you would bring it into idiomatic English.

Very truly yours, by Ernest Wiegand

Encl.:

Copy of document (3) sent by SNAG (to follow)
Aktennotiz with translation i.duplo (to follow)
draft for new document (3) in duplo (to follow)
c.c. SNAG, Frankfurt Main.

[fol. 5376] In United States District Court

Defendant's Exhibit 93

Received Patent Department, May 20, 1957. Answered May 21, 1957

16th May 1957.

Dr. E. Wiegand
München
Dipl.-ing. W. Niemann
Hamburg
Patentanwälte

By Air-Mail

The Singer Manufacturing Company
Patent Department
Elizabethport, N. J.

Attention—Mr. Stanford

W.17130/57 DM

Re: Singer-Messerschmitt Patent Agreement (US-Serial No. 548 481)

Dear Mr. Stanford,

following my letter of the 14th inst. I am enclosing herewith the following papers:

1) copy of document (3) sent by SNAG.
2) Aktennotiz of the 10th inst.
3) translation thereof in duplicate
4) draft for new document (3) in duplicate.

Very truly yours, by Ernest Wiegand.

Encls. as above

[fol. 5377] Agreement

Agreement dated as of —, 1957 between The Singer Manufacturing Company, hereafter called "Singer", a corporation organized and existing under the laws of the State of New Jersey, United States of America, and Messerschmitt A.G., hereinafter called "Messerschmitt", a corporation

organized and existing under the laws of the Federal Republic of Germany, for them and their respective assignees and successors.

Whereas, Singer is the sole owner by virtue of assignment date — , 1957 from Messerschmitt of an application for United States patent and of the inventions claimed therein, which application was filed in the United States Patent Office by Willy Messerschmitt and Kurt Brandt on or about November 22, 1955 under Serial No. 548,481 and bearing as its title "Zigzag-Type Sewing Machine with Automatic Means for Machine-Made Decorative Effects" and had been assigned to Messerschmitt by the said inventors.

Whereas, Messerschmitt is desirous of acquiring (therefor) for the territory of the United States of America a nonexclusive, nontransferable and royalty-free license to manufacture and sell sewing machines as disclosed in the said United States patent application Serial No. 548,481 and any and all United States patents which may be granted therefor.

Now, therefore, in consideration of the premises the parties agree as follows:

(1) Singer hereby grants unto Messerschmitt an irrevocable, nonexclusive, nontransferable and royalty-free license to manufacture and sell in the United States of America sewing machines of the type disclosed and/or claimed in [fol. 5378] United States patent application Serial No. 548,481 and as disclosed and/or claimed in any United States patents which may be granted therefor.

(2) Singer hereby agrees that it shall use its best efforts to prosecute the said application Serial No. 548,481 before the United States Patent Office for the purpose of acquiring if possible a good and valid patent therefor.

In witness whereof, the parties have executed this agreement as of the day and year written above.

The Singer Manufacturing Company, By —, —.

Witness:

—, —.

Messerschmitt A.G., By —, —.

Witness:

—, —.

[fol. 5379] Translation

Memorandum

Conference between Assessor Fuchshuber of Munich, Patent Attorney Busselmeier of Augsburg, Patent Attorney Dr. E. Wiegand of Munich.

Re:—Agreement Singer Messerschmitt re U.S. Patent Application Serial No. 548 481

1. Mr. Busselmeier states that the assignment of the patent application by the inventors to Messerschmitt AG. has most probably already been recorded in the U.S. Patent Office. The assignment by Willy Messerschmitt and Kurt Brandt was executed before the American Consul in Munich at the end of 1955 and was sent to the United States by Mr. B. with registered letter of 4th January, 1956.

2. Mr. B. therefore thinks that there are no objections to the wording of the assignment, Document (2).

3. Re:—Agreement:

Mr. Fuchshuber declares that Messerschmitt has the following objections to the draft of the agreement (see Document (3):

(a) it was not made sufficiently clear that Messerschmitt's rights according to the agreement of 16th [fol. 5380] April, 1957 are fully maintained, particularly with respect to the provision that Messerschmitt has the right to grant licenses for the manufacture of the machines according to drawings KL 52 KE, KL 53 KE, KL 54 KE in all countries of the world (including the United States).

Further, Messerschmitt formally objects to the wording of paragraph 3 on page 2 of the agreement and would in this respect prefer a somewhat amended wording. Therefore, the following amendment is proposed for the agreement, enclosure (3), page 1, paragraphs 2 and 3:

(aa) Singer and Messerschmitt have agreed by agreement of 16th April, 1957, No. 1 thereof, that Singer will not derive any rights against Messerschmitt from any patents insofar as articles are concerned which are disclosed in the drawings annexed to said agreement (KL 52 KE, KL 53 KE, KL 54 KE).

"Messerschmitt" according to No. 5 of said agreement means: Messerschmitt AG., its present and future subsidiary, affiliated, and associated companies, licensees and customers (insofar as the use of the sewing machines is concerned), in the whole world.
[fol. 5381] These provisions of said agreement remain unaltered.

(bb) Messerschmitt has transferred U.S. patent application Serial No. 548 481 to Singer by assignment of and is desirous of obtaining therefor (in return) a nonexclusive, nontransferable, royalty-free license for the manufacture and sale of sewing machines according to said U.S. patent application.

(cc) The remainder of the agreement may follow unaltered. Only on page 2, paragraph 2, line 2 of the agreement the word "endeavors" is to be replaced by "efforts".

4. Dr. W. will send a report to Singer and undertakes to have new papers for the agreement, Document (3), prepared and dispatched.

Munich, 10th May, 1957
Fu:Co.

[fol. 5382] Draft for new document (3)

Agreement

Agreement dated as of , 1957 between The Singer Manufacturing Company, hereafter called "Singer," a corporation organized and existing under the laws of the State of New Jersey, United States of America, and Messerschmitt A.G., hereinafter called "Messerschmitt," a corporation organized and existing under the laws of the Federal Republic of Germany, for them and their respective assignees and successors.

Whereas, Singer and Messerschmitt have agreed by agreement dated as of April 16, 1957 (Frankfurt am Main) number (1) that Singer will not enforce against Messerschmitt any rights derived from any patents in any country

with respect to subject matter disclosed in the drawings Kl. 52 KE, Kl. 53 KE and Kl. 54 KE annexed to the said agreement. "Messerschmitt" includes according to number (5) of the said agreement dated as of April 16, 1957 (Frankfurt am Main): Messerschmitt AG., its present and future subsidiary, affiliated, and associated companies, licensees, and customers, as far as the use of the sewing machines is concerned, throughout the world.

Whereas, Singer and Messerschmitt agree that the provisions of the said agreement dated as of April 16, 1957 (Frankfurt am Main) shall remain unaltered.

Whereas, Messerschmitt has assigned to Singer, its successors and assignees, for the territory of the United States of America, the entire right, title and interest in and to the United States Patent Application Serial No 548,381, all [fol. 5383] inventions disclosed therein and in and to any and all United States Patents which may hereafter be granted therefor and in and to any and all extensions, divisions or reissues of said patents, and Messerschmitt is desirous of acquiring therefor (in return) for the territory of the United States of America a nonexclusive, nontransferable and royalty-free license to manufacture and sell sewing machines as disclosed in the said United States patent application Serial No 548 481 and any and all United States patents which may be granted therefor.

Now, therefore, in consideration of the premises the parties agree as follows:

(1) Singer hereby grants unto Messerschmitt an irrevocable, nonexclusive, nontransferable and royalty-free license to manufacture and sell in the United States of America sewing machines of the type disclosed and or claimed in United States patent application Serial No. 548 481 and as disclosed and or claimed in any United States patents which may be granted therefor.

(2) Singer hereby agrees that it shall use its best efforts to prosecute the said application Serial No. 548 481 before the United States Patent Office for the purpose of acquiring if possible a good and valid patent therefor.

In Witness Whereof, the parties have executed this agreement as of the day and year written above.

The Singer Manufacturing Company, By ——, ——
Vice President.

Witness:
——, ——.

Messerschmitt A.G., By ——, ——

Witness:
——, ——.

——

[fol. 5384] In United States District Court

Defendant's Exhibit 94

Received Patent Department, May 20, 1957. Answered.

Dr. E. Wiegand
Munchen
Dipl.-Ing. W. Niemann
Hamburg
Patentanwälte

14th May, 1957.

The Singer Manufacturing Company
Patent Department
Elizabethport F, N.J.

Attention—Mr. Stanford

By Air-Mail:

W.17130/57 Dr. EW/DM

Re: Singer-Messerschmitt Patent Agreement
(foreign Patents)

Dear Mr. Stanford,

In the conference on the 10th inst. in the works of Messerschmitt A.G., Munich, I have already discussed the question whether Messerschmitt is willing to assign all other Patents and Patent Applications corresponding to US Serial No 548 481 to Singer.

Mr. Fuchshuber and Mr. Busselmeier informed me that they personally agree to an assignment of the said rights. They wish, however, to defer the execution of this assignment until the assignment (2) and the agreement (3) have been executed.

This standpoint is inter alia due to tactical considerations. Mr. Fuchshuber informed me that he wishes to avoid the impression that all rights of Messerschmitt are assigned to Singer at once in consideration of the sum of 1 Dollar.

Mr. Fuchshuber further informed me that he must take regard of the new directors of Messerschmitt who are not familiar with the details, but he thinks that later on also the new Board of Messerschmitt will agree that it would be best to assign all rights in question to Singer and to [fol. 5385] let them take the necessary steps for prosecuting the applications and pay the money for maintaining the rights (!).

Very truly yours, by Ernest Wiegand.

1 copy

c.c. SNAG, Frankfurt-Main 1.

[fol. 5386] In United States District Court

Defendant's Exhibit 95

Translation

Hamburg, October 17th, 1957.

Memorandum for File

Conference at Frankfurt/Main on October 14th, 1957 between Mr. Waterman, Mr. Stanford, the chief of the Patent Department of The Singer Manufacturing Company, Patent Agent Dipl.-Ing. R. Busselmeier, Augsburg, Mr. Kruger (who was absent for some time) and Patent Agent Dipl.-Ing. W. Niemann.

I

The firm Messerschmitt which up to now has been occupied with the manufacture of cabin scooters, the production of sewing machines, and the production of aeroplanes will

probably separate these three different lines of manufacture, respectively has already started on this. The main activities of the Messerschmitt works will be in future in the field of the manufacture of aeroplanes. According to Patent Agent Busselmeier the branch which has been building cabin scooters has already been separated and the sewing machine section is also likely to be separated.

Negotiations which have been going on in the meantime [fol. 5387] have shown that Singer is interested to acquire the important foreign applications and also the German patent application relating to the new sewing machine of Messerschmitt, after the corresponding US-application has already been assigned to Singer by way of agreement.

The previous negotiations which have been conducted comparatively loosely have not had any tangible result so far, were to lead, however, to Singer taking over also the aforesaid foreign applications and the German application, and giving for same to the firm Messerschmitt a royalty-free license to co-use the subject matter of the applications in the eight countries and in all other countries of the world.

The discussion shows that there does not exist yet complete clearness on the modalities of the transfer of the rights of the firm Messerschmitt to Singer, and these points were determined in detail during the conference.

For this purpose Patent Agent Busselmeier handed at the beginning a list of the foreign applications corresponding to the German application and states the amount of $2.000 as the costs which have been caused up to now for the applications per country. This amount is called by us to be very high, Mr. B. replies that also certain development costs at Messerschmitt's are contained in these $2.000. [fol. 5388] It is argued on our part repeatedly that a sum of DM 8.000,— must appear very high as weight of costs for patent applications, for even with voluminous applications these costs would be within about DM 2.000,—.

It is pointed out by us that the following facts must be compared with this price:

a) It is open yet, whether and to what extend patents will be granted in the various countries (in particular in those countries in which an examination for novelty is made).

b) Singer must take over the additional costs for the grant of the protection rights.
c) Singer must pay the annuities and
d) Singer must also prosecute possible infringements.

In consideration of these facts it is proposed that Singer will only pay a total amount of $8.000 instead of a price of $16.000 (8 x $2.000).

Mr. Stanford had in the meantime put forward a draft of an agreement in which some points are missing yet, however. At first the modalities of the acquisition of the rights by Singer according to a first draft are debated on and the following discussed in doing so.

1. Messerschmitt is to be entitled to make an agreement for an exclusive license with one *sole* licencee in each one of the countries concerned with the condition that this licencee does not have the right to grant sublicenses.
[fol. 5389] 2. The exclusive licencee is entitled to make and sell sewing machines according to the corresponding patent application in the respective country, an export of machines from that country is, however, not permitted.
3. In case Messerschmitt should have made an agreement of this kind regarding an exclusive licence with a licencee in a country, Messerschmitt looses the right to export machines into that country.
4. Messerschmitt is entitled to make an agreement with the exclusive licencee to the effect that the exclusive licencee also exports the machines in question from his country into one or several other of the eight countries. In such a case Messerschmitt is, however, bound not to export any machines into that respective country or into the respective countries, and furthermore Messerschmitt is not entitled to make any agreement for either a nonexclusive or for an exclusive license for the respective country (i.e. the country into which the machines have been imported by the exclusive licencee of another country).
[fol. 5390] During an interval of the conference in which the gentlemen Waterman and Stanford had an appointment regarding a different matter, the above mentioned principles were drafted and translated into English by Patent Agent Niemann and Patent Agent Mr. Busselmeier.
When the gentlemen returned from their meeting and

read over the wording of the above statements, Mr. Waterman made the objection that the way proposed would under no circumstances be acceptable, because this wording would mean a clear infringement of the anti-trust-law in USA. It was tried then to find a more simple wording of the above mentioned points or to fix this wording without it becoming expressly contents of the agreement to be made. But against this too Mr. Waterman has apprehensions, because such agreements must be made complete and according to the truth and because he would, when questioned on the completeness of the agreement, not be able to declare with a good conscience that no additional arrangements have been made.

II

During the conference in the forenoon the question had also been raised whether the legal transfer of the applications (inclusive of the German application) to Singer could [fol. 5391] be made on a different basis, and in this connection the following was discussed:

1. Messerschmitt assigns to Singer the foreign applications and Messerschmitt is given the right to export machines with the characteristics of these applications for each royalty-free into the respective country.

2. Messerschmitt renounces to making any license agreement in any of the countries named.

3. The question is discussed whether the German application could also be transfered because it should make no difference to Messerschmitt whether it manufactures in Germany according to the own application or patent, or manufactures royalty-free according to the application or patent and transfers the right to the German application to Singer.

4. Then the question is talked about whether in case of such an agreement a total amount of $25,000 would be considered acceptable by the firm Messerschmitt.

5. In this connection Patent Agent Busschueier mentions that the firm Messerschmitt has already been in contact regarding this with a firm in one or two countries and that this firm would pay to Messerschmitt an amount which exceeds considerably the amount of $25,000, in this case would, however, the detailed constructional draw-

[fol. 5392] ings have to be placed at the disposal of the licencee and likewise engineers to start the manufacture in the country in question. Patent Agent Busselmeier agreed, however, to use his influence with his client that the amount of $25.000 is a reasonable remuneration.

6. The question of recompense of the inventor is likewise discussed in this connection. Patent Agent Busselmeier mentions that this question has so far not been definitely settled yet with the inventor, neither for Austria nor for Germany. Singer expresses the opinion that this question is a matter of Messerschmitt.

For the conclusion of an agreement on this general basis, Patent Agent Busselmeier and Patent Agent Niemann have during the absence of Mr. Waterman and Mr. Stanford drawn up a supplement to the draft of an agreement of Mr. Stanford which contains essentially the following points:

a) Messerschmitt is not entitled to make any license agreement in one of the eight countries but its rights are limited to the manufacture and selling of the machines in Germany and to the selling of the machines into the respective countries.

b) Messerschmitt is, however, given the right in case of giving up the (this!) business in its entirety to transfer this right of use to the buyer.

c) As remuneration Singer makes one payment of an amount of $25.000.

[fol. 5393] This version of the agreement is discussed in detail after the first version and meets in principle with the approval of Mr. Waterman, although according to his view the price of $25.000 must be considered as relatively high in this connection.

III

In connection with the proposition II there is furthermore discussed the question whether an option should be given to Singer regarding the acquisition of the business in case Messerschmitt should give up the sewing machine business altogether. This is per se not of any special interest to Singer, seeing that Singer has the right to

manufacture and sell its own machines according to the patent applications or patents. There is furthermore discussed the question whether the right to transfer the right of use of Messerschmitt should be included in the agreement.

The concluding discussion of these two points had the result that there points should not be included in the agreement but that this transfer and the option should be mentioned in a letter of confirmation between the patent agents.

IV

The conference resulted in the following:

Patent Agent Niemann is instructed to send the agreement of which a draft of Mr. Stanford is existent to [fol. 5394] Singer in taking into consideration the proposition made above under II. Singer will then say, whether this agreement answers its wishes. As soon as the agreement will have such a form that Singer is prepared to sign it, this agreement is to be sent to Patent Agent Mr. Busselmeier as a draft. Patent Agent Busselmeier will submit this agreement to the Board of Directors of Messerschmitt and advise, whether Messerschmitt accepts the agreement in this form. In the affirmative Messerschmitt will sign the two copies. The two copies will be sent to Singer who will return then one signed copy to Busselmeier.

It is furthermore agreed that Patent Agent Busselmeier once more checks the list of foreign applications and confirms to Patent Agent Niemann that the particulars stated in this list inclusive of the German application are correct.

sgd. Patent Agent Niemann.

[fol. 5395] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 96

Agreement

Agreement dated as of —, 1957 between The Singer Manufacturing Company, hereinafter called "Singer", a corporation organized and existing under the laws of the State of New Jersey, United States of America, and Messerschmitt A.G., hereinafter called "Messerschmitt", a corporation organized and existing under the laws of the Federal Republic of Germany, for them and their respective assignees and successors.

Whereas, Messerschmitt is the sole owner, by virtue of assignments from Willy Messerschmitt and Kurt Brandt, of certain patents and patent applications and the inventions claimed therein, which patents and patent applications are hereinafter called "Subject Patents and Applications" and are noted below:

1. Patent Application in Germany No. M 25 287 VII 52a "Zigzag sewing machine with ornamental stitch automatic" and Petty Patent Application (Gebrauchsmusterhilfsanmeldung) M 17043 52a Gm

   Filing Dates: 25th November, 1954

   Applicant: Messerschmitt AG.

2. Patent in Italy No. 530 381

   "Zigzag sewing machine with ornamental stitch automatic"

   Filing Date: 14th March, 1955

   Granted: 8th July, 1955

   Priority: 25th November, 1954 from M 25 287 VII 52a

   Owner Messerschmitt AG.

Copy of this agreement sent to MLW 1/7/58

[fol. 5396] 3. Patent of Addition in Italy No. 566985 Addition to Italian Patent No. 530 381

"Zigzag Sewing Machine with Ornamental Stitch Automatic"
Filing Date: 28th June, 1956
Granted: 28th September, 1957
Priority: 13th July, 1955
Applicant: Messerschmitt AG.

4. Patent in Belgium No. 543 073

"Zigzag Sewing Machine with Ornamental Stitch Automatic"
Filing Date: 24th November, 1955
Granted: 15th December, 1955
Priorities: 25th November, 1954 from M 25 287 VII 52a 13th July, 1955
Owner: Messerschmitt AG.

5. Patent Application in the Netherlands No. 202 236 Ned. "Zigzag Sewing Machine with Ornamental Stitch Automatic"

Filing Date: 22nd November, 1955
Priorities: 25th November, 1954 from M 25 287 VII 52a 13th July, 1955
Applicant: Messerschmitt AG.

6. Patent Application in Switzerland No. 26511 "Zigzag Sewing Machine with Ornamental Stitch Automatic"

Filing Date: 14th November, 1955
Priorities: 25th November, 1954 from M 25 287 VII/52a 13th July, 1955
Applicant: Messerschmitt AG.

7. Patent Application in Great Britain No. 33 932/55 "Zigzag Sewing Machine with Ornamental Stitch Automatic"

Filing Date: 25th November, 1955
Priorities: 25th November, 1954 from M 25 287 VII 52a 13th July, 1955
Applicant: Messerschmitt AG.

[fol. 5397] 8. Patent Application in Austria No. A 6266 55 "Zizgaz Sewing Machine with Ornamental Stitch Automatic". Filing Date: 14th November, 1955. Priorities: 25th November, 1954 from M 25 287 VII 52a 13th July, 1955.

Applicant: Messerschmitt AG.

9. Patent Application in Sweden No. 10 533 1955 "Zigzag Sewing Machine with Ornamental Stitch Automatic". Filing Date: 22nd November, 1955 Priorities: 25th Novmber, 1954 from M 25 287 VII/52a 13th July, 1955

Applicant: Messerschmitt AG.

10. Patent in France No. 1 139 759 "Zigzag Sewing Machine with Ornamental Stitch Automatic" Filing Date: 24th November, 1955. Granted: 18th February, 1957. Priorities: 25th November, 1954 from M 25 287 VII 52a 13th July, 1955

Owner: Messerschmitt AG.

Whereas, Singer is the sole owner, by virtue of an assignment from Messerschmitt dated June 4, 1957, of United States patent application Serial No. 548,481 filed November 22, 1955, and the inventions claimed therein, which application corresponds to each of the Subject Patents and Application!

Whereas, Singer is desirous of acquiring the entire right, title and interest in and to each of the Subject Patents and Applications, in and to the inventions claimed therein, in and to any and all patents which may correspond thereto and in and to any and all extensions, divisions or reissues of such patents.

[fol. 5398] Whereas, in accordance with an agreement dated as of June 4, 1957, between Singer and Messerschmitt, Messerschmitt has an irrevocable, nontransferable, nonexclusive, and royalty-free license to manufacture and sell in the United States sewing machines of the type as disclosed and or claimed in the Singer-owned United States patent application No. 548,481 and as disclosed and or claimed in any United States patents which may be granted therefor.

Whereas, Messerschmitt is desirous of acquiring from Singer, in return for the assignment to Singer of the subject Patent and Applications a nonexclusive, nontransferable and without privilege of sublicensing and royalty-free license to manufacture and sell in all countries of the world sewing machines of the type as disclosed and or claimed in the Subject Patents and Applications, as disclosed and or claimed in any and all patents which may correspond thereto and as disclosed and or claimed in any and all extensions, divisions or reissues of such patents.

Now, Therefore, in consideration of the premises Singer and Messerschmitt agree as follows?

(1) Messerschmitt hereby sells, assigns and sets over unto Singer, its successors and assignees the entire right, title and interest in and to each of the Subject Patents and Applications, in and to the inventions disclosed and or claimed therein, in and to any and all patents which correspond thereto and in and to any and all extensions, divisions and reissues of said patents, the same to be held and enjoyed by Singer for its own use and the use of its successors and assignees, to the full end of the terms for [fol. 5399] which said patents may be granted, as fully and entirely as the same would have been held and enjoyed by Messerschmitt had this assignment and sale not been made.

(2) Singer hereby grants unto Messerschmitt an irrevocable, nontransferable and without privilege of sublicensing, nonexclusive and royalty-free license to manufacture and sell in all countries of the world sewing machines of the type disclosed and or claimed in the Subject Patents and Applications, as disclosed and or claimed in any and all patents which may correspond thereto and as disclosed and or claimed in any and all extensions, divisions or reissues of such patents.

(3) Singer hereby agrees that it shall use its best efforts to prosecute before the respective patent offices each of the patent applications which comes within the terms of this agreement for the purpose of acquiring, if possible, good and valid patents therefor.

(4) Singer hereby agrees to pay to Messerschmitt the sum of $25,000 (twenty five thousand dollars) for acquiring the entire right, title and interest in and to each

of the Subject Patents and Applications and in and to the inventions disclosed and/or claimed therein and to any and all patents which may correspond thereto and in and to any and all extensions, divisions or reissues of such patents within the terms of this agreement.

(5) Singer and Messerschmitt agree that the provisions of the two agreements dated as of April 16, 1957 and as of June 4, 1957 between Singer and Messerschmitt shall remain unaltered.

[fol. 5400] In Witness Whereof, the parties have executed this agreement as of the ~~day~~ and year written above.

The Singer Manufacturing Company, By ——, ——,
Vice President.

Witness:
——, ——.

Messerschmitt A.G., By ——, ——.

[fol. 5401] IN THE UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 97

Received Patent Department, February 5, 1958, Answered February 13, 1958

L. Adamson
Frankfurt Am Main
Gutleutstrasse 42-44
Singer-Haus

January 30th, 1958.

J. G. Stanford, Esq.
The Singer Manufacturing Company
Patent Department
Elizabethport F., N.J.

Dear Mr. Stanford,

Re.: Agreement Between Messerschmitt A.G. and The Singer Manufacturing Company (Foreign Patents)

I beg to acknowledge receipt of your telegram of 28th inst. running as follows:

> Reurletter 24 January We Agree to Purchase Patents Without Business Under Modified Busselmeier Plan if Patent Owner Agrees Send us Copy of Agreement for Approval
>
> J G Stanford Patent Department.

As Mr. Niemann is away from Hamburg this week we phoned with Mr. Busselmeier after we had drafted a new paragraph for the agreement and read it out to him on the phone asking him whether same would be satisfactory. Mr. Busselmeier affirmed this and declared that it is not necessary to also include in the agreement the other items of the supplementary understanding, viz. about the option of Singer to purchase the sewing machine business and about the costs of the transfer of the foreign patents and patent applications.

We were not quite certain whether the request made in your telegram to send you copy of agreement for approval

if patent owner agrees, meant that you first wanted to see the modified agreement after its wording had been accepted by Messerschmitt, be it for reasons which have to do with regulations over there or other grounds not known to us.

We therefore also got in touch with Mr. Waterman, who likewise thought the wording in order but suggested that we should phone to you to make sure that it would be in order if we had the re-written pages 5 and 6 for the agreement including the additional paragraph, which we had numbered "2a", sent to Mr. Busselmeier so that he could try without delay to get the modified agreement signed by the directors of Messerschmitt, instead of first asking them [fol. 5402] whether they agree with the wording and then send it to you for approval, thus loosing time, in which they might change their mind again if there should be any new developments.

I have been pleased to learn from to-day's telephone conversation between you and Mr. Krüger that you approve of the wording of paragraph 2a as read out to you and of its immediate submission to Messerschmitt included in the re-written pages 5 and 6 for the agreement.

We accordingly have at once given written instructions to the office of Dr. Wiegand and Mr. Niemann to send the pages 5 and 6 re-written on the same paper as used for the original draft this week yet to Mr. Busselmeier and not to await the return of Mr. Niemann to Hamburg, advising them at the same time that we had informed Mr. Busselmeier over the telephone that he would get the re-written pages at once from your patent agents.

Enclosed please find a copy of the pages 5 and 6 which we sent to the office of your patent agents at Hamburg, including the paragraph 2a as read out to you.

A like copy has been sent to Mr. Waterman to-day.

I hope that the endeavors of Mr. Busselmeier to get the modified agreement signed will be successful in the near future and shall advise you as soon as we hear anything further.

Yours very truly, L. Adamson.

Enclosure: pages 5 and 6 (modified)

cc. Mr. M. L. Waterman, New York
cc: Mr. M. L. Waterman, Zurich

[fol. 5403] * * * of such patents.

Now, Therefore, in consideration of the premises Singer and Messerschmitt agree as follows:

(1) Messerschmitt hereby sells, assigns and sets over unto Singer, its successors and assignees the entire right, title and interest in and to each of the Subject Patents and Applications, in and to the inventions disclosed and/or claimed therein, in and to any and all patents which correspond thereto and in and to any and all extensions, divisions and reissues of said patents, the same to be held and enjoyed by Singer for its own use and the use of its successors and assignees, to the full end of the terms for which said patents may be granted, as fully and entirely as the same would have been held and enjoyed by Messerschmitt had this assignment and sale not been made.

(2) Singer hereby grants unto Messerschmitt an irrevocable, nontransferable and without privilege of sublicensing, nonexclusive, and royalty-free license to manufacture and sell in all countries of the world sewing machines of the type disclosed and/or claimed in the Subject Patents and Applications, as disclosed and/or claimed in any and all patents which may correspond thereto and as disclosed and/or claimed in any and all extensions, divisions or reissues of such patents.

(2a) In case Messerschmitt should sell the sewing machine business in its entirety Singer will grant unto the pur-[fol. 5404] chaser the same irrevocable, nontransferable and without privilege of sublicensing, nonexclusive, and royalty-free license as granted unto Messerschmitt according to the above paragraph (2).

(3) Singer hereby agrees that it shall use its best efforts to prosecute before the respective patent offices each of the patent applications which comes within the terms of this agreement for the purpose of acquiring, if possible, good and valid patents therefor.

(4) Singer hereby agrees to pay to Messerschmitt the sum of $25,000 (twenty-five thousand dollars) for acquiring the entire right, title and interest in and to each of the Subject Patents and Applications and in and to the inventions disclosed and/or claimed therein and to any and all patents which may correspond thereto and in and to any

and all extensions, divisions or reissues of such patents within the terms of this agreement.

(5) Singer and Messerschmitt agree that the provisions of the two agreements dated as of April 16, 1957 and as of June 4, 1957 between Singer and Messerschmitt shall remain unaltered.

In Witness Whereof, the parties have executed this agreement as of the day and year written above.

The Singer Manufacturing Company, By ——, ——, Vice President.

Witness:

——, ——.

Messerschmitt A.G., By ——, ——.

[fol. 5405] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 114B

BORLETTI 1102 super-de luxe-automatic

instruction book

EXHIBIT
U. S. Dist. Court
S. D. of N. Y.
JUN 2 0
DEFENDANT'S
114 13

[fol. 5406]

INSTRUCTION BOOK

BORLETTI 1102

SUPER - DE LUXE - AUTOMATIC

[fol. 5407]

Congratulations

You are now the proud owner of a machine
that is ***the ultimate***
in technological advancement.
Light in weight
yet full size and sturdy,
this sewing machine places
a limitless variety of stitching effects
at your finger tips.
Your new machine has
many entirely new built-in features
that you will
easily become familiar
with by reading
these step-by-step instructions.
This knowledge of your new machine
will allow you
to enjoy fully
the pleasure and satisfaction
of sewing with it.

[fol. 5408]

Features of the BORLETTI 1102 *Super*

1 Hanging needle bar and connecting rod with flexible joint.

2 Link take-up lever.

3 Special nylon gear driven hook, reducing noise.

4 The hook position allows the fitting of double and triple needles for parallel stitching and ornamental work.

5 The very large sliding plate provides easy access to the bobbin case.

6 The built-in bobbin winder—concealed when not used—adds to the simplicity and beauty of the styling.

7 Feed dog mechanism easily dropped with spring-loaded return action.

8 Clean simple lines .... acclaimed by everyone as the most beautiful sewing machine in the world.

9 The controls are grouped on a panel. They are well placed from both the esthetic and practical standpoint, as all controls will be found just where they are needed, and their accessibility gives an unusual ease of control.

10 The top cover slips off easily, exposing all parts for quick and easy oiling.

11 Built-in thread cutter snips threads cleanly and evenly and holds the right amount of thread ready for the next stitch.

12 Exclusive hinged based lamp spotlights your work eliminating any possibility of eye strain.

De Luxe Automatic Zig-zag Sewing Machine

13 The electric motor is built-in, easily accessible—yet out of sight.

14 The simple speed control is faster, more accurate, and istantly adjusts to your choice of speeds.

15 Round stitch length control knob with automatic reverse lever for back tacking.

16 A simple shift of a lever will change from zig-zag, to automatic, or to straight stitching without stopping the machine.

17 When you are doing straight sewing the zig-zag and automatic mechanisms are disengaged (actually out of gear) thereby reducing wear.

18 Instantaneous control of the width of your designs—even while the machine is running—is particularly useful when sewing with two needles.

19 Finger-tip control of cams by spring-clip action provides for quick and easy cam change.

20 All automatic devices and reversing mechanisms are completely built-in, providing an infinite variety of designs of elegance and distinction.

21 The automatic cloth movement control permits you to change from one decorative stitch to another without changing cams.

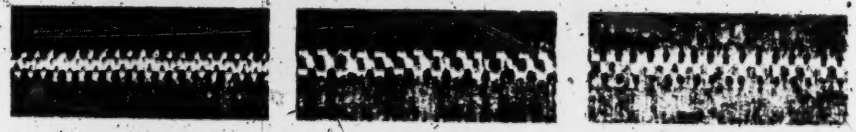
22 Each single cam will produce 16 different decorative stitches—but, when used conjunctively in the front and in the back, an endless variety of designs are achieved.

5 *Automatic Sewing*

The automatic sewing machines can be classified in two different categories: The first being those in which the needle only can be automatically controlled (similar to our Model 1101), and the second being those superautomatics (similar to our Model 1102) in which both the needle and the feed-dog can be automatically controlled. The plain automatics are capable of executing decorative stitches similar to the following ones, in which the material will forward only.

The superautomatics can, in addition, produce drawings like the following, in which the material has to move both backwards and forwards:

The No. 1102 super deluxe automatic is, moreover, one of the few machines in the world that can also execute automatically some of the most intricate designs of outstanding beauty, such as:

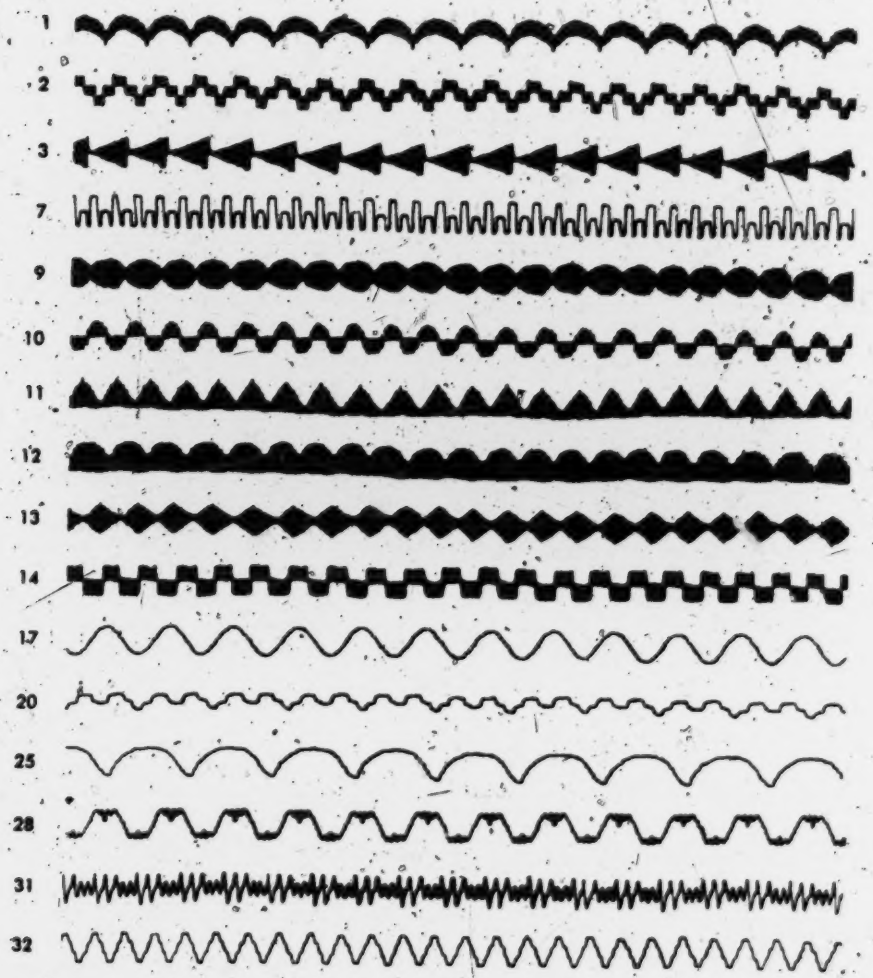


The most amazing feature of this machine is that every single cam produces over sixteen different decorative stitches; but, when used conjunctively in the front and back of the machine, every two cams will produce as many as 156 different patterns.

The cloth movement control will change your patterns, both in rhythm and in form—and without changing the cams—to an extent where every one of the sixteen cams delivered with the machine will produce thousands of beautiful patterns.

[fols. 5450-5467]

NOTE: Jobs that can be made with the automatic control of the needle:



SUMMARY: The jobs made with the automatic control of the needle are classified by the following variations:

A	Variations due to can changes.
B	Variations due to the knob □.
C	Variations due to the red button.
D	Variations due to the gray button.

[fols. 5468-5499] In United States District Court

Defendant's Exhibit 119

Patent Notice Employed by Singer on Its 401 Machine Commencing with the Year 1958

This sewing machine has exclusive features which are manufactured under issued and pending United States patents, including one or more of the following issued patents:

2,394,510	2,448,500	2,617,375	2,706,956	2,788,759
2,394,511	2,450,837	2,677,042	2,710,949	2,832,302
2,444,826	2,478,551	2,705,055	2,781,012	2,833,235
		D-180,373		

The Singer Manufacturing Company, Elizabeth, New Jersey, U.S.A.

[fols. 5500-5508] In United States District Court

Defendant's Exhibit 124

In the United States District Court for the Southern District of New York

Civil Action No. 133-350

The Singer Manufacturing Company, Plaintiff,

vs.

Brother International Corporation, Defendant.

Defendant's Motion For Stay

Now comes the defendant Brother International Corporation, by its attorneys, and moves this Court for an order staying all further proceedings in this action pending notice of the decision by this Court in a co-pending action entitled, *United States of America* v. *The Singer Manufacturing Company, Civil Action* No. 154-108, wherein the present plaintiff is defendant.

• • • • • • •

[fols. 5509-5537] Exhibit A

United States Tariff Commission
Washington
Public Information

For release January 12, 1960.

Tariff Commission Postpones Decision in Sewing Machines Investigation,

The United States Tariff Commission has decided to hold in abeyance its decision on the merits in the investigation instigated by the Singer Manufacturing Company under section 337 of the Tariff Act of 1930, pending the outcome of an antitrust action filed by the Department of Justice against Singer on December 22, 1959 in the United States District Court for the Southern District of New York.

Singer filed a complaint with the Tariff Commission alleging unfair methods of competition and unfair acts in the importation of certain foreign manufactured automatic zigzag sewing machines, principally from Japan, in violation of section 337. The Commission conducted an investigation and held extensive hearings in connection therewith. The charge of unfair import practice was predicated on the importation of automatic zigzag sewing machines, principally from Japan, that were alleged to have been made in accordance with the invention disclosed in the Singer-owned "Gegauf" patent, a United States patent which had been assigned to Singer by Gegauf, a Swiss citizen. If the Commission should find in favor of Singer, it would recommend to the President that he exclude imports of the patented machines from entry into the United States.

In the antitrust action against Singer, the Department of Justice charges, among other things, that Singer entered into arrangements with Gegauf and an Italian sewing-machine manufacturer whereby Gegauf would assign his patent rights to Singer for the purpose of enabling Singer to prevent Japanese imports; that Singer would use the Gegauf patent rights along with its own to exclude imports, and the parties would determine which European

manufacturer would be permitted to export household automatic zigzag sewing machines to the United Sates; and that Singer, in carrying out the attempt to monopolize, obtained and used patent rights for these exclusionary purposes.

[fol. 5538] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 127

Received Patent Department, August 14, 1959, Answered August 20, 1959

The Singer Manufacturing Co.
Singer Building
149 Broadway
New York 6, N.Y.
Division of Research

In Replying Please Refer to TK:V7

August 13, 1959.

J. G. Stanford, Esq.,
Elizabethport, New Jersey.

Dear Mr. Stanford:

Husqvarna Automatic Class 21A (Improved)—Examination

We are forwarding to you a recently purchased improved variety of Husqvarna automatic machine, Class 21A, Serial No. M18359. It appears the improvements consist of a new take-up housing, a one-turn upper thread tension knob, a graduated knob for stitch length control, a push button knob for reverse sewing, a stop limiting the zigzag bight, a quick presser bar release and a reduction gear knob causing the machine to sew at about 1/5 of its normal speed. The machine also features some parts made of powdered metal.

After you have had an opportunity to examine the machine, kindly advise Mr. Waterman of your findings and forward the machine to Mr. King for research evaluation.

Very truly yours, The Singer Manufacturing Co.,
T. Krzyzaniak.

Lefter in triplicate.

CC: Mr. W. King.

[fol. 5539] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 128

August 20, 1959.

M. L. Waterman, Esq., Vice-President,
The Singer Manufacturing Company,
Singer Building, New York.

Dear Mr. Waterman:

Husqvarna Automatic Class 21A (Improved) Zigzag Machine Made in Sweden. (Serial No. M18359).

We have received Mr. Krzyzaniak's letter of August 13, 1959, TK:V7, together with a specimen Husqvarna machine identified above.

We have examined this machine and determined that it infringes claims of each of the three Singer-owned patents identified below:

U.S. No. 2,832,302, Apr. 29, 1958, Gegauf,
U.S. No. Re.24,370, Oct. 8, 1958, Harris,
Canadian No. 552,072. Jan. 21, 1958, Harris

Singer owns no other patents, United States or foreign, which would be infringed by this machine.

Since this machine infringes the claims of Gegauf patent No. 2,832,302, it would be barred from entry into the United States in the event that we are fortunate enough through our Tariff Action to acquire a Presidential exclusion order based upon such Gegauf patent.

As requested, we are sending this machine on to Mr. Walter King.

Yours very truly, The Singer Manufacturing Company, ——, ——, Patent Department.

In triplicate.

Machine sent to W. King 8/20.

[fol. 5540] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 129

Milan, 22nd June 1955.

J. G. Stanford, Esq.,
The Singer Manufacturing Co.,
Patent Department
149 Broadway
New York, 6

Dear Sir,

Italian Patent Law

On receipt of your letter (ref.Caw-z) of June 16th, which had our most careful attention, we are pleased to give you our views on the subject as follows.

Once a patent has been obtained in Italy, it is not possible to bring any additions to it, even if only of an interpretative nature. Should a dispute be taken to Court, a statement covering the various reasons and integral explanations relative to the patent can be submitted to the Magistrate.

On the other hand, as you know that the granting of a patent in Italy is not subordinate to an examination of its technical novelty, a more or less accurate or complete description of a claim has relative importance because whatever is new and revealed by the patent is considered by Law as fully protected, independently from the claim.

In other words, if, for example, the drawings pertaining to a patent show without the slightest doubt a new device, its protection can be called for in Court and, if recognized, cannot be subsequently patented by others.

If we can therefore demonstrate that a patent belonging to the Company and issued before January 28, 1953, gives a graphic or written description of the device we are interest in (even if specific request for protection was not included in the application) the Company would be in a position of privilege towards competition, privilege which the technical aspect of the problem can best evaluate.

Yours very truly, ——, ——.

CC: Mr. M. L. Waterman

[fol. 5541] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 130

air mail

November 28, 1956.

Mr. Charles D. Reed, General Manager,
Singer Sewing Machine Company,
Management Office,
Caixa Postal 1624,
Rio de Janeiro, Brazil.

Dear Mr. Reed:

Opposition to Brazilian Patent Application No. 67,354 of Brutsch & Co.—Sewing Machine with Zigzag Device.

We thank you for your letter of November 19, 1956, 560/File 495-C(4), quoting a letter received from our Brazilian attorneys with reference to the above noted application which was allowed over our opposition.

Enclosed with your letter was an English translation of the Brazilian Patent Office's notice in which it was stated that the subject application was allowed over our opposition. You have asked us whether an appeal from this decision should be made.

Throughout this entire opposition proceeding the Brazilian Patent Office has apparently not seen fit to furnish our Brazilian attorneys with any information concerning the briefs filed by the applicant or the explicit grounds on which our opposition was refused. Under these circumstances, it would be difficult to file an intelligent ap-[fols. 5542-5544] peal brief.

In view of all those circumstances and particularly in view of the fact that one can apparently bring a nullity proceeding against a Brazilian patent at any time throughout the life of such patent, we have decided not to continue the present opposition proceeding by filing an appeal from this recent Patent Office decision. Furthermore, since the Patent Office decision appeared to be completely arbi-

trary we suspect that we would have little if any chance to reverse this decision before the same tribunal by way of an appeal.

Yours very truly, The Singer Manufacturing Company, ——, ——, Patent Department.

CC: Mr. M. L. Waterman

Latin American Dept.

[fol. 5545] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 131

In The United States Patent Office
Division 24

In re application of Messerschmitt Et Al

Serial No.: 548,481
Filed: November 22, 1955
For: Zig-Zag-Type Sewing Machine With Automatic Means for Machine-Made Decorative Effects

Letter

Hon. Commissioner of Patents, Washington 25, D. C.

Sir:

Will you kindly advise the date upon which the above-entitled patent application became abandoned?

Respectfully submitted, Messerschmitt Et Al, By Chester A. Williams, Attorney.

[fol. 5546] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 132

U. S. Department of Commerce
Patent Office
Washington

Mailed May 9, 1961, Patent Division 24

Received Patent Department, May 10, 1961, Answered—
Joel G. Stanford
% The Singer Mfg. Company
Patent Department
149 Broadway
New York 6, New York

Applicant: Willy Messerschmitt et al.
Ser. No.: 548,481
Filed: November 22, 1955
For: Zizgaz-Type Sewing Machine With Automatic Means for Machine-Made Decorative Effects

Please find below a communication from the Examiner in charge of this application.
David L. Ladd, Commissioner of Patents.

Responsive to letter filed May 9, 1961.
This application became abandoned on May 4, 1961 for failure to prosecute within the six month statutory period from the last Office action. See Rule 135 of the Rules of Practice.

Examiner.

[fol. 5547]

IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 133

	Singer-Vigorelli License Agreement	Singer-Gegauf License Agreement
License Provisions	**Vigorelli** will not bring any infringement action against Singer under the rights derived from patents now issued or to be issued in any country with respect to the subject matter disclosed in U.S. patents No. 2.693.778 and in the U.S. patent applications by Johnson, Serial No. 471.766, and by Perla, Serial No. 386,684, and when embodied in sewing machines manufactured and sold by Singer, copies of which are at disposal for inspection by Vigorelli at the Office of Messrs. Barzano and Zanardo in Milan. **Singer** will not bring any infringement action against Vigorelli under the rights derived from patents now issued or to be issued in any country with respect to subject matter disclosed in Italian patents No. 497.557 and No. 507.862 and when embodied in sewing machines manufactured and sold by Vigorelli.	Gegauf undertakes not to attack Singer, either directly or indirectly, in any country, on the basis of any of its above-mentioned patents or patent applications. Singer undertakes not to attack Gegauf, either directly or indirectly, in any country: a) on the basis of any of its above mentioned patents or patent applications b) for the present construction of the Bernina sewing machine as shown on the photograph attached to the present agreement and signed on the back by both parties Singer undertakes not to manufacture or sell a construction which would be a slavish copy either of the present construction of the Bernina Sewing Machine—taken as a whole—which is shown on the attached photograph, or of the feeler and multiple cams mechanism the said Bernina construction includes
Opposition and Nullity Provisions	Each of the two parties mutually agree not to institute any opposition, nullity or invalidation proceedings in any country against or otherwise to attack each other's above-noted patents or patent applications and immediately to withdraw any such proceedings if it has already been instituted,	Singer and Gegauf each undertakes not to do anything, either directly or indirectly and in any country, the result of which might restrict the scope of the claims of the other party relating to the subject matter of the above mentioned patents and patent applications.
Interference and Conflict Provisions	provided, however, that if such two parties patents and patent applications are or have become involved in a patent office priority-determining proceedings such as a United States interference or a Canadian conflict proceeding, then both parties will work together in order to settle such a proceeding in accordance with the laws and regulations of the patent office concerned and in the spirit of this agreement.	Singer and Gegauf each undertakes, in accordance with the laws and regulations of the Patent Office concerned, to facilitate the allowance in any country of claims as broad as possible, as regards the subject matter of the patents and patent applications referred to above.

Singer-Messerschmitt
License Agreement

Messerschmitt

Will not bring any infringement action against Singer under the rights derived from patents now issued or to be issued in any country, with respect to subject matter disclosed in Singer's German patent applications No. S.46,453 VII/52a as filed on 23rd November, 1955, and shown in the annexed drawing (Figures 1–62) and No. S.46,580 VII/52a as filed on 2nd December, 1955, and shown in the annexed drawings (Figures 1–13) and when embodied in sewing machines manufactured and sold by Singer.

Singer

will not bring any infringement action against Messerschmitt under the rights derived from patents now issued or to be issued in any country with respect to subject matter disclosed in the annexed drawings Kl. 52 KE of 14.1.55, Kl. 53 of 10.XII.54 and Kl. 54 KE of 6.VI.55, and when embodied in sewing machines manufactured and sold by Messerschmitt.

Singer and Messerschmitt each agrees not to institute in any country any opposition, nullity or invalidation proceedings against or otherwise to attack in any country the other's patents or patent applications corresponding to Messerschmitt's constructions as illustrated in the drawings indicated in paragraph 1 and to Singer's German applications indicated in paragraph 2, and to immediately withdraw any such proceeding if it has already been instituted

provided, however, that if such patents and patent applications are or have become involved in a patent office priority-determining proceedings such as a United States interference or a Canadian conflict proceeding, then both parties will work together in order to settle such proceeding in accordance with the laws and regulations of the patent office concerned and in the spirit of this agreement.

Defendant's Exhibit
133 for Identification

[fol. 5548] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 134

Singer Patents	Singer Machines Covered
Gegauf No. 2,832,302 Govern. No. 174 Swiss priority May 31, 1952 (S. 12) Filed in U.S. May 29, 1953 (¶ 87) Issued in U.S. April 29, 1958	401 Machine
Harris No. Re. 24,370 Govern. No. 172 U.S. filing date June 16, 1955 (S. 13) Issued in U.S. October 8, 1957 (¶ 87)	None
Johnson No. 2,862,468 Govern. No. 183 U.S. invention date April 29, 1953 (S. 14) U.S. filing date November 29, 1954 (¶ 87) Issued December 2, 1958	401, 319 and 320 Machines
Gegauf No. 2,877,726 Govern. No. 177 Swiss priority May 31, 1952 (S–16) Issued in U.S. March 17, 1959 (¶ 87)	319 and 320 Machines
Perla No. 2,810,360 Govern. No. 179 U.S. invention date May 10, 1954 (S–15) U.S. filing date December 8, 1954 (¶ 87) Issued October 22, 1957	319 and 320 Machines

[fol. 5549] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 135

Dates of License Agreements, Assignments and Conferences

1955	Jun.	Harris Patent Purchase Conference June 9th. Agreement executed June 10th.
	Jul.	
	Aug.	
	Sep.	
	Oct.	
	Nov.	Vigorelli Cross-License Agreement Conference November 16th and 17th. Agreement executed November 17th.
	Dec.	
1956	Jan.	
	Feb.	
	Mar.	
	Apr.	Gegauf Cross-License Agreement Conference April 12th and 14th. Agreement executed April 14th.
	May	Messerschmitt Cross-License Agreement Conference May 2nd. No agreement executed.
	Jun.	
	Jul.	
	Aug.	
	Sep.	Gegauf Purchase Conference September 23rd. No agreement executed. Messerschmitt Cross-License Conference September 24th. No agreement executed.
	Oct.	
	Nov.	
	Dec.	
1957	Jan.	
	Feb.	
	Mar.	
	Apr.	Messerschmitt Cross-License Conference and Agreement executed April 16th.
	May	
	Jun.	Messerschmitt Assignment executed June 4th.
	Jul.	
	Aug.	
	Sep.	
	Oct.	Gegauf Purchase Conference October 16th. No agreement executed.
	Nov.	Gegauf Purchase Conference November 15th. No agreement executed.
	Dec.	Gegauf Purchase Conference December 4th. Agreement executed December 5th.

[fol. 5552] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 138

Hotel Vier Jahreszeiten-Restaurant Walterspiel

Sunday

Just a line to let you know that we saw Gegauf and his entire staff. Gegauf wants a million marks for his patent, $250,000. Says Leon Strauss told him that it was a very valuable patent. Too bad but we didn't get it. See Busselmeier tommorrow.

___, ___.

Received Patent Department, September 26, 1958, Answered—___

[fol. 5550] In United States District Court

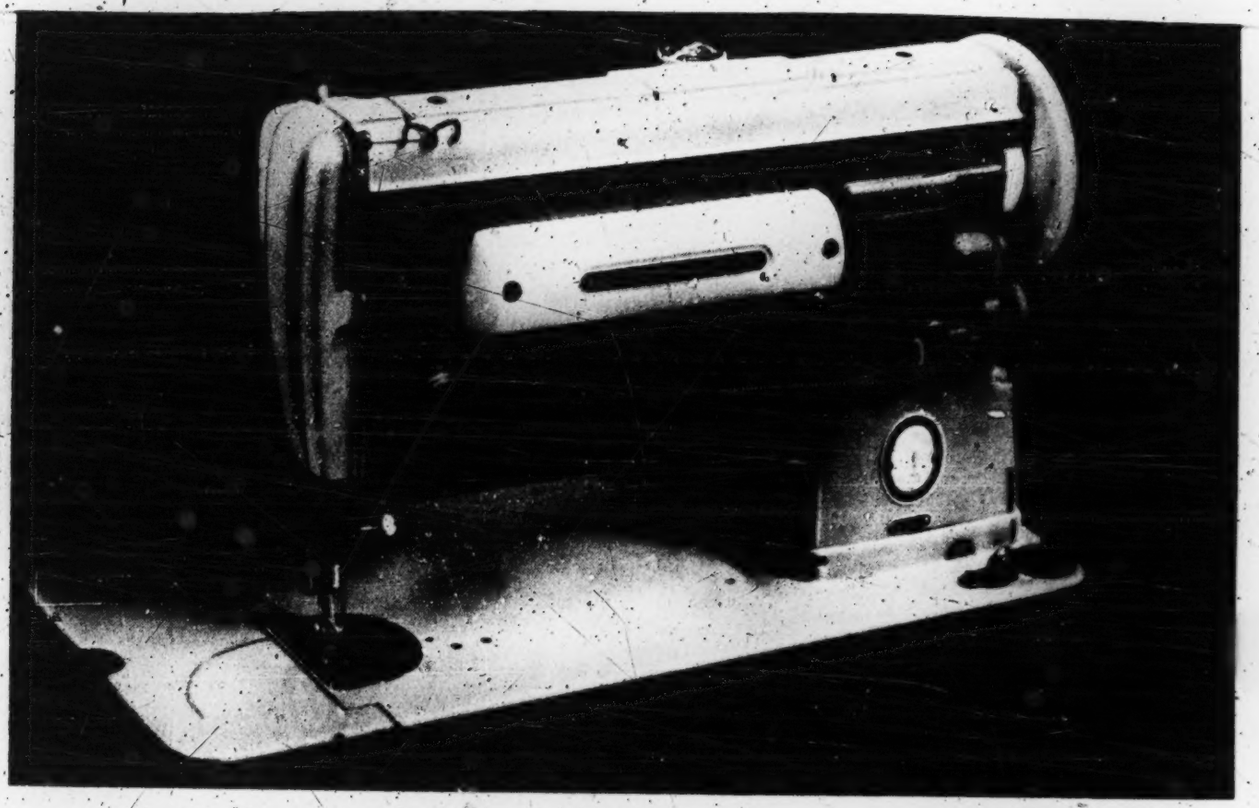
Defendant's Exhibit 136

ELEMENT NO.	MECHANICAL ELEMENTS OF GEGAUF PATENT No. 2,832,302 AS DESCRIBED IN CLAIM 1	ELEMENTS FOUND IN HARRIS CLAIMS ?	MECHANICAL ELEMENTS OF HARRIS REISSUE PATENT APPLICATION SERIAL No. 516,058 AS DESCRIBED IN CLAIM 22
INTRODUCTION	*An ornamental stitch sewing machine for selectively producing a plurality of different stitch patterns and comprising,*		*An ornamental stitch sewing machine for selectively producing a plurality of different stitch patterns and comprising,*
1.	*a hollow frame,*	YES	*a hollow frame,*
2.	*a needle pivotally carried by said frame and mounted for endwise reciprocation and for lateral swinging movements,*	YES	*a needle pivotally carried by said frame and mounted for endwise reciprocation and for lateral swinging movements,*
3.	*a rotary shaft mounted in said frame for reciprocating said needle,*	YES	*a rotary shaft mounted in said frame for reciprocating said needle,*
4.	*means for rotating said shaft,*	YES	*means for rotating said shaft,*
5.	*a series of rotary cams having different stitch patterns carried by said frame and mounted about a common axis,*	YES	*a series of rotary cams having different stitch patterns carried by said frame and mounted about a common axis,*
6.	*means connected with said shaft for rotating said cams about said common axis,*	YES	*means connected with said shaft for rotating said cams about said common axis,*
7.	*a cam follower,*	YES	*a cam follower,*
8.	*means mounting said cam follower in said frame for movement radially of said common axis*	YES	*means mounting said cam follower in said frame for movement radially of said common axis,*
9.	*said follower having a single cam-engaging head with its one end engaging and responding to the surface of a cam of said series,*	YES	*said follower having a single cam-engaging head with its one end engaging and responding to the surface of a cam of said series,*
10.	*means enabling a selected cam to be engaged by said single cam-engaging head,*	YES	*means enabling a selected cam to be engaged by said single cam-engaging head,*
11.	*spring means normally urging said single cam-engaging head into engagement with said selected cam surface,*	YES	*spring means normally urging said single cam-engaging head into engagement with said selected cam surface,*
12.	*means releasably locking said cam-engaging head and said selected cam surface against movement relative to each other lengthwise of said common cam axis during the normal operation of the machine,*	YES	*means releasably locking said cam-engaging head and said selected cam surface against movement relative to each other lengthwise of said common cam axis during the normal operation of the machine,*
13.	*a manually operable member carried within said frame and having a portion positioned adjacent to and movable with said cam follower for withdrawing said cam-engaging head from and radially of said selected cam surface,*	YES	*a manually operable member carried within said frame and having a portion positioned adjacent to and movable with said cam follower for withdrawing said cam-engaging head from and radially of said selected cam surface,*

DEFENDANT'S EXHIBIT 137

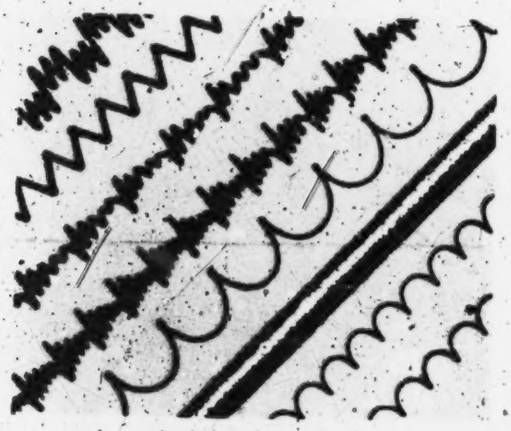
ELEMENT NO.	MECHANICAL ELEMENTS OF GEGAUF PATENT No. 2,832,302 AS DESCRIBED IN CLAIM 1	ELEMENTS FOUND IN HARRIS CLAIMS ?	MECHANICAL ELEMENTS OF HARRIS PATENT NO RE 24,370 AS DESCRIBED IN CLAIM 5
INTRODUCTION	*An ornamental stitch sewing machine for selectively producing a plurality of different stitch patterns and comprising,*		*An ornamental stitch sewing machine for selectively producing a plurality of different stitch patterns and comprising,*
1.	*a hollow frame,*	YES	*a hollow frame,*
2.	*a needle pivotally carried by said frame and mounted for endwise reciprocation and for lateral swinging movements,*	YES	*a needle pivotally carried by said frame and mounted for endwise reciprocation and for lateral swinging movements,*
3.	*a rotary shaft mounted in said frame for reciprocating said needle,*	YES	*a rotary shaft mounted in said frame for reciprocating said needle,*
4.	*means for rotating said shaft,*	YES	*means for rotating said shaft,*
	Statement of Facts (# 29)		
5.	*a series of rotary cams having different stitch patterns carried by said frame and mounted about a common axis,*	YES	*a series of rotary cams having different stitch patterns carried by said frame mounted for rotation about a common axis and shiftable lengthwise of said axis,*
6.	*means connected with said shaft for rotating said cams about said common axis,*	YES	*means connected with said shaft for rotating said cams about said common axis,*
7.	*a cam follower,*	YES	*a cam follower,*
8.	*means mounting said cam follower in said frame for movement radially of said common axis,*	YES	*means mounting said cam follower in said frame for movement radially of said common axis,*
9.	*said follower having a single cam-engaging head with its one end engaging and responding to the surface of a cam of said series,*	YES	*said follower having a single cam-engaging head with its one end engaging and responding to the surface of a cam of said series,*
10.	*means enabling a selected cam to be engaged by said single cam-engaging head,*	YES	*means enabling a selected cam to be engaged by said single cam engaging head,*

MECHANICAL ELEMENTS OF HARRIS PATENT NO RE 24,370 AS DESCRIBED IN CLAIM 5	MECHANICAL ELEMENTS OF HARRIS PATENT NO RE 24,370 AS DESCRIBED IN CLAIM 6	MECHANICAL ELEMENTS OF HARRIS PATENT NO RE 24,370 AS DESCRIBED IN CLAIM 7
An ornamental stitch sewing machine for selectively producing a plurality of different stitch patterns and comprising,	*An ornamental stitch sewing machine for selectively producing a plurality of different stitch patterns and comprising,*	*An ornamental stitch sewing machine for selectively producing a plurality of different stitch patterns and comprising*
a hollow frame,	*a hollow frame,*	*a hollow frame,*
a needle pivotally carried by said frame and mounted for endwise reciprocation and for lateral swinging movements,	*a needle pivotally carried by said frame and mounted for endwise reciprocation and for lateral swinging movements,*	*a needle pivotally carried by the frame and mounted for endwise reciprocation and for lateral swinging movements,*
a rotary shaft mounted in said frame for reciprocating said needle,	*a rotary shaft mounted in said frame for reciprocating said needle,*	*a first rotary shaft mounted horizontally in the frame for reciprocating the needle,*
means for rotating said shaft,	*means for rotating said shaft,*	*means for rotating the shaft,*
	means including a constantly rotatable eccentric for imparting swinging movements to said needle driven by said rotating means,	
		a second shaft carried vertically by the frame,
		gears connecting the first and second shafts whereby the second is driven by the first,
		a third shaft carried by the frame in parallelism with and at a location below the first shaft,
		gears connecting the second and third shafts whereby the third is driven by the second,
a series of rotary cams having different stitch patterns carried by said frame mounted for rotation about a common axis and shiftable lengthwise of said axis,	*a series of rotary cams having different stitch patterns carried by said frame and mounted about a common axis,*	*a series of rotary cams having different stitch patterns carried by and rotatable with the third shaft,*
means connected with said shaft for rotating said cams about said common axis,	*means connected with said shaft for rotating said cams about said common axis,*	(recurd in these connections)
a cam follower,	*a cam follower,*	*a cam follower,*
means mounting said cam follower in said frame for movement radially of said common axis,	*means mounting said cam follower in said frame for movement radially of said common axis,*	*means mounting the cam follower in the frame at a location beneath the first shaft for movement radially of the third shaft,*
said follower having a single cam-engaging head with its one end engaging and responding to the surface of a cam of said series,	*said follower having a single cam-engaging head with its one end engaging and responding to the surface of a cam of said series,*	*said follower having a single cam-engaging head with its one end engaging and responding to the surface of a cam of the series,*
means enabling a selected cam to be engaged by said single cam-engaging head,	*means enabling a selected cam to be engaged by said single cam-engaging head,*	*means enabling a selected cam to be engaged by the single cam-engaging head,*



Now—the famous Slant-Needle **SINGER**®
does *zigzag stitching* as well as straight stitching!

- **Comes complete with exclusive SINGER Automatic Zigzagger!**
- **Costs up to $100 less than many zigzag-needle machines!**



Yes, the SINGER Slant-Needle *automatically* does arrowheads, dominoes, scallops, monograms, finishing stitches for mending, hemming, overcasting seams! Saves you time—as well as money.

Just think! Without spending the extra money for an automatic zigzag machine, you can do perfect straight stitching and beautiful fashion stitching *automatically!*

Only SINGER has the Slant-Needle* Machine, the newest, most streamlined, straight-stitching machine—specially designed to make it easier to *see* as you sew!

And now the Slant-Needle comes with its own Automatic Zigzagger—an amazing, exclusive SINGER feature. It does *dozens* of fashion stitches automatically—perfectly, beautifully.

Here is truly the most versatile, most trouble-free machine ever offered for so little money. Stop in or phone for free home demonstration. Take advantage of this exciting value now!

SINGER SEWING CENTERS

Also headquarters for SINGER* Vacuum Cleaners

Listed in your phone book under SINGER SEWING MACHINE CO.

*A Trademark of THE SINGER MANUFACTURING COMPANY

THIS ADVERTISEMENT APPEARS IN THE FOLLOWING MAGAZINES:

Progressive Farmer—April 19, 1957 ***(On Sale March 15th)***
Successful Farming—April, 1957 ***(On Sale March 18th)***
Farm Journal—April, 1957 ***(On Sale March 23rd)***
Electricity on the Farm—April, 1957 ***(On Sale April 1st)***

1545

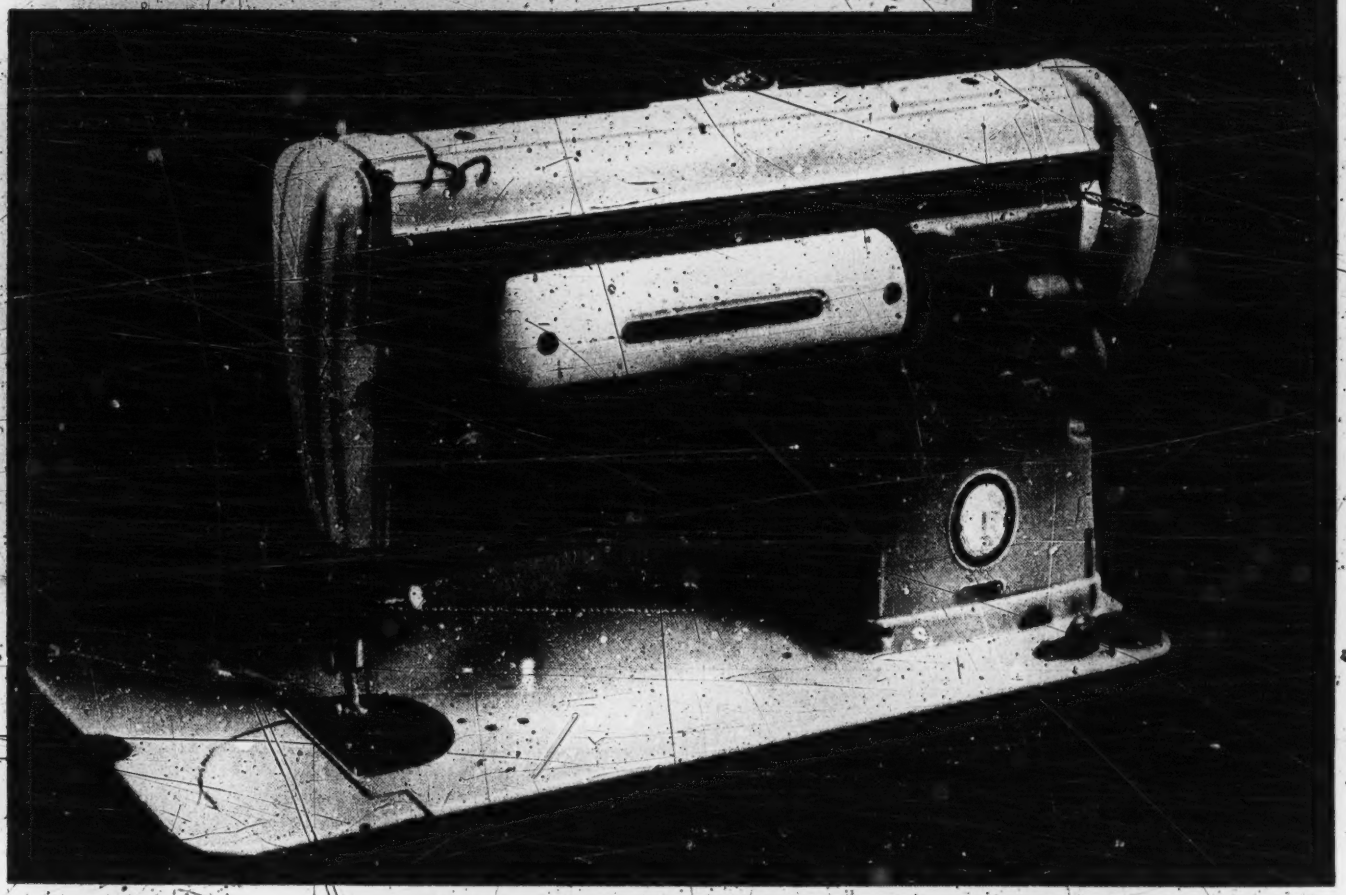
1.	a hollow frame,	YES	a hollow frame,
2.	a needle pivotally carried by said frame and mounted for endwise reciprocation and for lateral swinging movements,	YES	a needle pivotally carried by said frame and mounted for endwise reciprocation and for lateral swinging movements,
3.	a rotary shaft mounted in said frame for reciprocating said needle,	YES	a rotary shaft mounted in said frame for reciprocating said needle,
4.	means for rotating said shaft,	YES	means for rotating said shaft,
5.	a series of rotary cams having different stitch patterns carried by said frame and mounted about a common axis,	YES	a series of rotary cams having different stitch patterns carried by said frame and mounted about a common axis,
6.	means connected with said shaft for rotating said cams about said common axis,	YES	means connected with said shaft for rotating said cams about said common axis,
7.	a cam follower,	YES	a cam follower,
8.	means mounting said cam follower in said frame for movement radially of said common axis,	YES	means mounting said cam follower in said frame for movement radially of said common axis,
9.	said follower having a single cam-engaging head with its one end engaging and responding to the surface of a cam of said series,	YES	said follower having a single cam-engaging head with its one end engaging and responding to the surface of a cam of said series,
10.	means enabling a selected cam to be engaged by said single cam-engaging head,	YES	means enabling a selected cam to be engaged by said single cam-engaging head,
11.	spring means normally urging said single cam-engaging head into engagement with said selected cam surface,	YES	spring means normally urging said single cam-engaging head into engagement with said selected cam surface,
12.	means releasably locking said cam-engaging head and said selected cam surface against movement relative to each other lengthwise of said common cam axis during the normal operation of the machine,	YES	means releasably locking said cam-engaging head and said selected cam surface against movement relative to each other lengthwise of said common cam axis during the normal operation of the machine,
13.	a manually operable member carried within said frame and having a portion positioned adjacent to and movable with said cam follower for withdrawing said cam-engaging head from and radially of said selected cam surface,	YES	a manually operable member carried within said frame and having a portion positioned adjacent to and movable with said cam follower for withdrawing said cam-engaging head from and radially of said selected cam surface,
14.	a handle formed on said member and extending outside the confines of said frame, said series of cams and said single cam-engaging head being relatively shiftable lengthwise of the common cam axis after said cam follower has been withdrawn radially from a selected cam thereby to effect a partial or a complete traverse of said series of rotary cams whereby the single cam-engaging head can be manually engaged with one cam after the other in any desired sequence, and	YES	a handle formed on said member and extending outside the confines of said frame, said series of cams and said single cam-engaging head being relatively shiftable lengthwise of the common cam axis after said cam follower has been withdrawn radially from a selected cam thereby to effect a partial or a complete traverse of said series of rotary cams whereby the single cam-engaging head can be manually engaged with one cam after the other in any desired sequence, and
15.	a pitman having one end connected with said needle at a point spaced from the pivot and its other end operatively connected with the other end of said single cam-engaging head thereby to impart lateral swinging movement to said needle in response to the surface of said selected cam.	YES	a pitman having one end connected with said needle at a point spaced from the pivot and its other end operatively connected with the other end of said single cam-engaging head thereby to impart lateral swinging movement to said needle in response to the surface of said selected cam

4.	means for rotating said shaft,	YES	means for rotating said shaft,
	Statement of facts (P 29)		
5.	a series of rotary cams having different stitch patterns carried by said frame and mounted about a common axis,	YES	a series of rotary cams having different stitch patterns carried by said frame mounted for rotation about a common axis and shiftable lengthwise of said axis,
6.	means connected with said shaft for rotating said cams about said common axis,	YES	means connected with said shaft for rotating said cams about said common axis,
7.	a cam follower,	YES	a cam follower,
8.	means mounting said cam follower in said frame for movement radially of said common axis,	YES	means mounting said cam follower in said frame for movement radially of said common axis,
9.	said follower having a single cam-engaging head with its one end engaging and responding to the surface of a cam of said series,	YES	said follower having a single cam-engaging head with its one end engaging and responding to the surface of a cam of said series,
10.	means enabling a selected cam to be engaged by said single cam-engaging head,	YES	means enabling a selected cam to be engaged by said single cam engaging head,
11.	spring means normally urging said single cam-engaging head into engagement with said selected cam surface,	YES	spring means normally urging said single cam-engaging head into engagement with said selected cam surface,
12.	means releasably locking said cam-engaging head and said selected cam surface against movement relative to each other lengthwise of said common cam axis during the normal operation of the machine,	YES	means releasably locking said cam-engaging head and said selected cam surface against movement relative to each other lengthwise of said common cam axis during the normal operation of the machine,
13.	a manually operable member carried within said frame and having a portion positioned adjacent to and movable with said cam follower for withdrawing said cam-engaging head from and radially of said selected cam surface,	YES	a manually operable member carried within said frame and having a portion positioned adjacent to and movable with said cam follower for withdrawing said cam-engaging head from and radially of said selected cam surface,
14.	a handle formed on said member and extending outside the confines of said frame, said series of cams and said single cam-engaging head being relatively shiftable lengthwise of the common cam axis after said cam follower has been withdrawn radially from a selected cam thereby to effect a partial or a complete traverse of said series of rotary cams whereby the single cam-engaging head can be manually engaged with one cam after the other in any desired sequence, and	YES	a handle formed on said member and extending outside the confines of said frame, means enabling a selected cam of said series to be shifted lengthwise of said common axis and disposed in operative engagement with said single cam-engaging head after said cam follower has been withdrawn radially from a selected cam thereby to effect a partial or a complete traverse of said series of rotary cams whereby the single cam-engaging head can be manually engaged with one cam after the other in any desired sequence, and
15.	a pitman having one end connected with said needle at a point spaced from the pivot and its other end operatively connected with the other end of said single cam-engaging head thereby to impart lateral swinging movement to said needle in response to the surface of said selected cam.	YES	a pitman having one end connected with said needle at a point spaced from the pivot and its other end operatively connected with the other end of said single cam-engaging head thereby to impart lateral swinging movements to said needle in response to the surface of said selected cam.

		gears connecting the first and second shafts whereby the second is driven by the first,
		a third shaft carried by the frame in parallelism with and at a location below the first shaft,
		gears connecting the second and third shafts whereby the third is driven by the second,
a series of rotary cams having different stitch patterns carried by said frame mounted for rotation about a common axis and shiftable lengthwise of said axis,	a series of rotary cams having different stitch patterns carried by said frame and mounted about a common axis,	a series of rotary cams having different stitch patterns carried by and rotatable with the third shaft,
means connected with said shaft for rotating said cams about said common axis,	means connected with said shaft for rotating said cams about said common axis,	(found in these connections)
a cam follower,	a cam follower,	a cam follower,
means mounting said cam follower in said frame for movement radially of said common axis,	means mounting said cam follower in said frame for movement radially of said common axis,	means mounting the cam follower in the frame at a location beneath the first shaft for movement radially of the third shaft,
said follower having a single cam-engaging head with its one end engaging and responding to the surface of a cam of said series,	said follower having a single cam-engaging head with its one end engaging and responding to the surface of a cam of said series,	said follower having a single cam-engaging head with its one end engaging and responding to the surface of a cam of the series,
means enabling a selected cam to be engaged by said single cam-engaging head,	means enabling a selected cam to be engaged by said single cam-engaging head,	means enabling a selected cam to be engaged by the single cam-engaging head,
spring means normally urging said single cam-engaging head into engagement with said selected cam surface,	spring means normally urging said single cam-engaging head into engagement with said selected cam surface,	spring means normally urging the single cam-engaging head into engagement with the selected cam surface,
means releasably locking said cam-engaging head and said selected cam surface against movement relative to each other lengthwise of said common cam axis during the normal operation of the machine,	means releasably locking said cam-engaging head and said selected cam surface against movement relative to each other lengthwise of said common cam axis during the normal operation of the machine,	means releasably locking said cam-engaging head and said selected cam surface against movement relative to each other lengthwise of the third shaft during the normal operation of the machine,
a manually operable member carried within said frame and having a portion positioned adjacent to and movable with said cam follower for withdrawing said cam-engaging head from and radially of said selected cam surface,	a manually operable member carried within said frame and having a portion positioned adjacent to and movable with said cam follower for withdrawing said cam-engaging head from and radially of said selected cam surface,	manually operable means disposed adjacent to and movable with the cam follower for withdrawing the cam-engaging head from and radially of a selected cam surface, said last mentioned means including a horizontal rod reciprocatingly mounted in the frame with a portion thereof extending outside the confines of the frame and with a knob provided upon the exposed end of the rod for imparting reciprocating movements thereto,
a handle formed on said member and extending outside the confines of said frame,	a handle formed on said member and extending outside the confines of said frame,	
means enabling a selected cam of said series to be shifted lengthwise of said common axis and disposed in operative engagement with said single cam-engaging head after said cam follower has been withdrawn radially from a selected cam thereby to effect a partial or a complete traverse of said series of rotary cams whereby the single cam-engaging head can be manually engaged with one cam after the other in any desired sequence, and	said series of cams and said single cam-engaging head being relatively shiftable lengthwise of the common cam axis after said cam follower has been withdrawn radially from a selected cam thereby to effect a partial or a complete traverse of said series of rotary cams whereby the single cam-engaging head can be manually engaged with one cam after the other in any desired sequence, and	said series of cams and said single cam-engaging head being relatively shiftable lengthwise of the third shaft after the cam follower has been withdrawn radially from a selected cam thereby to effect a partial or a complete traverse of the series of rotary cams whereby the single cam-engaging head can be manually engaged with one cam after the other in any desired sequence, and
a pitman having one end connected with said needle at a point spaced from the pivot and its other end operatively connected with the other end of said single cam-engaging head thereby to impart lateral swinging movement to said needle in response to the surface of said selected cam.	means operatively connecting the other end of said cam-engaging head with said needle swinging means whereby the patterns of lateral swinging movements imparted to said needle by said rotating eccentric are automatically varied.	a pitman having one end connected with the needle at a point spaced from the pivot and its other end operatively connected with the other end of the single cam-engaging head thereby to impart lateral swinging movement to the needle in response to the surface of the selected cam

DEFENDANT'S EXHIBIT 152

Do zigzag stitching *automatically* . . . and save up to $100!



Now—the famous Slant-Needle **SINGER***

does *zigzag stitching* as well as straight stitching!

- **Comes complete with exclusive SINGER Automatic Zigzagger!**
- **Costs up to $100 less than many zigzag-needle machines!**

[fol. 5557]

In United States District Court

Defendant's Exhibit 153

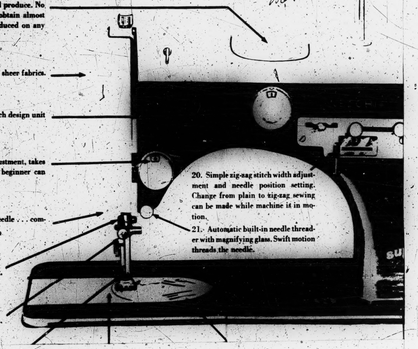
Dollar Amount of Advertising Expenditures For Defendant's Class 404, 403 and 401 Household Sewing Machines During the Period 1957 Through 1960

Class	Description	1957	1958	1959	1960
404	Straight Stitch with Zigzag Attachment	—	—	$ 584,997.21	$ 131,617.81
403	Replaceable Cam	—	—	$ 544,568.40	$ 121,312.77
401	Machine-Carried Multiple Cam	$2,145,001.27	$1,270,897.16	$1,343,971.60	$1,399,482.59

1547

[Fols. 3553-3554] In United States District Court
Defendant's Exhibit 1462B

here's a feature-by-feature com



1. Easy changeable disc mechanism. Each preassembled triple action disc is clearly marked as to the design it will produce. No manipulation of complicated knobs necessary to obtain almost limitless variations of design that cannot be produced on any other machine.

2. Calibrated presser bar . . . important for sewing sheer fabrics.

3. Tuning knob for elongation of design units. Each design unit can be elongated from ¼" to 1½".

4. Red dot shows position for normal tension adjustment, takes guesswork out of tension setting so that even a beginner can adjust tension easily.

5. Built-in 12-volt shockproof light right over needle . . . completely illuminates sewing area.

6. Thread cutter holds two threads after cutting. machine is always ready to begin sewing.

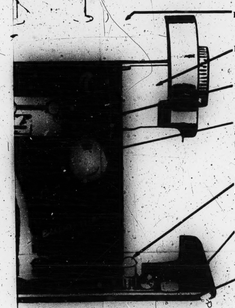
7. New automatic needle changer. Press button, insert needle, no screw driver needed.

20. Simple zig-zag stitch width adjustment and needle position setting. Change from plain to zig-zag sewing can be made while machine is in motion.

21. Automatic built-in needle threader with magnifying glass. Swift motion threads the needle.

comparison of the fully automatic NECCHI and a

Before you buy any machine, compare each feature on



12. One-point self oiling system.

13. Built-in bobbin winder.

14. Push-button reverse.

15. Modern, easiest to use tuning knob for stitch adjustment. Red dot on stitch regulator knob shows position for satin stitch.

16. Push-button drop feed allows free flow of fabrics on an even, flat surface.

17. Two-speed motor, useful to beginners or when doing intricate work.

18. Patented shock-absorbing rim around machine, reduces vibration and protects enamel from chipping.

19. Award winning modern design in choice of three, two-tone pastel colors. Has all parts fully enclosed in the frame of the machine. Easily kept clean.

11. Pre-set easy to install double needle allows sewing zig-zag or smocking, for decorative value.

1. Automatic mechanism has seven built-in producing seven limited decorative stitches changeable single action discs to produce five tive stitches. Automatic stitches, of limited de be produced by difficult manipulations of t scale, plus lever adjustment.

2. No calibrated presser bar . . . adjustment work.

3. No provision for design elongation. Ever same size (approximately ¼").

4. Old fashioned type of tension adjustmen red dot for normal tension setting.

5. Light placed in front of the arm, tends the hand on the work. Non-shockproof ligh out quickly because of 110 volt power.

6. Thread cutter does not hold two thread must be brought together by hand.

7. Needle changed manually. You have to l the change.

8. A needle that slants has a longer motion material. It is liable, in some cases, to caus venience, in sewing certain materials.

NECCHI and a leading competitive semi-auto

pare each feature on this chart . . .

1. Automatic mechanism has seven built-in single action discs producing seven limited decorative stitches, plus five interchangeable single action discs to produce five additional decorative stitches. Automatic stitches, of limited decorative value, may be produced by difficult manipulations of two knobs on letter scale, plus lever adjustment.

2. No calibrated presser bar . . . adjustment is a matter of guesswork.

3. No provision for design elongation. Every design unit is the same size (approximately ¼").

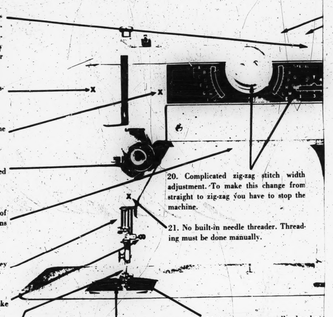
4. Old fashioned type of tension adjustment. No clearly marked red dot for normal tension setting.

5. Light placed in front of the arm, tends to throw shadows of the hand on the work. Non-shockproof light heats up and burns out quickly because of 110 volt power.

6. Thread cutter does not hold two threads after cutting. They must be brought together by hand.

7. Needle changed manually. You have to loosen a screw to make the change.

8. A needle that slants has a longer motion in going through the material. It is liable, in some cases, to cause trouble and inconvenience, in sewing certain materials.



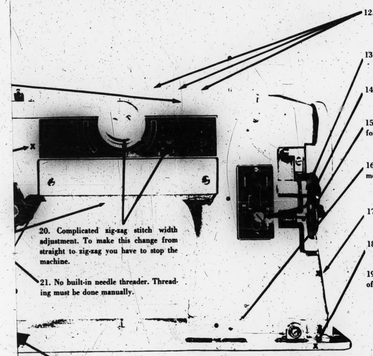
20. Complicated zig-zag stitch width adjustment. To make this change from straight to zig-zag you have to stop the machine.

21. No built-in needle threader. Threading must be done manually.

9. Bobbin is changed from the top in front of needle. Very difficult to adjust lower tension because it must be done within the machine.

10. Separate extra needle plate has to be inserted for straight-stitch sewing on fine fabrics.

titive semi-automatic machine



12. Numerous oil holes; not clearly marked.

13. Exposed bobbin winder detracts from appearance.

14. Must set a lever for reverse sewing.

15. Lever for stitch length adjustment and complicated process for setting satin stitch.

16. No drop feed. Throat plate raises instead which makes free movement of fabric difficult because of uneven surface.

17. Only one motor speed available.

18. No vibration-absorbing rim.

19. Sharp angular design with cluttered appearance. No choice of color.

20. Complicated zig-zag stitch width adjustment. To make this change from straight to zig-zag you have to stop the machine.

21. No built-in needle threader. Threading must be done manually.

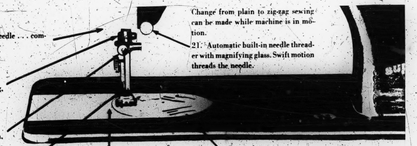
10. Separate extra needle plate has to be inserted for straight-stitch sewing on fine fabrics.

11. Difficult to install double needle (consists of two single needles). Does not provide for zig-zag sewing or smocking.

X indicates area where a comparison could not be made because device does not exist.

S1. Carrying case does not convert to a full size work table.

S2. Does not have a free arm for tubular sewing.



5. Built-in 12-volt shockproof light right over needle . . . completely illuminates sewing area.

6. Thread cutter holds two threads after cutting. machine is always ready to begin sewing.

7. New automatic needle changer. Press button, insert needle, no screw driver needed.

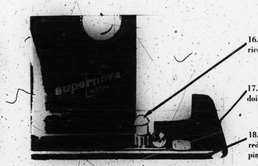
8. Mechanical engineers agree that the most efficient way of sewing is with a straight needle because the most direct way through the fabric is vertically.

Change from plain to zig-zag sewing can be made while machine is in motion.

21. Automatic built-in needle threader with magnifying glass. Swift motion threads the needle.

9. Bobbin can be changed easily from left side of machine. Bobbin case comes out for easy adjustment of lower tension.

10. All-stitch circular needle plate. Only machine with a needle plate that never needs to be changed. For all sewing needs.



16. Push-button drop feed allows free flow of fabrics on an even, flat surface.

17. Two-speed motor, useful to beginners or when doing intricate work.

18. Patented shock-absorbing rim around machine, reduces vibration and protects enamel from chipping.

19. Award winning modern design in choice of three, two-tone pastel colors. Has all parts fully enclosed in the frame of the machine. Easily kept clean.

11. Pre-set easy to install double needle allows sewing zig-zag or smocking, for decorative value.

4. Old fashioned type of tension adjustmen red dot for normal tension setting.

5. Light placed in front of the arm, tends the hand on the work. Non-shockproof ligh out quickly because of 110 volt power.

6. Thread cutter does not hold two thread must be brought together by hand.

7. Needle changed manually. You have to l the change.

8. A needle that slants has a longer motion material. It is liable, in some cases, to caus venience, in sewing certain materials.

4. Old fashioned type of tension adjustment. No clearly marked red dot for normal tension setting.

5. Light placed in front of the arm, tends to throw shadows of the hand on the work. Non-shockproof light heats up and burns out quickly because of 110 volt power.

6. Thread cutter does not hold two threads after cutting. They must be brought together by hand.

7. Needle changed manually. You have to loosen a screw to make the change.

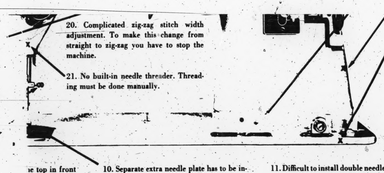
8. A needle that slants has a longer motion in going through the material. It is liable, in some cases, to cause trouble and inconvenience, in sewing certain materials.

20. Complicated zig-zag stitch width adjustment. To make this change from straight to zig-zag you have to stop the machine.

21. No built-in needle threader. Threading must be done manually.

9. Bobbin is changed from the top in front of needle. Very difficult to adjust lower tension because it must be done within the machine.

10. Separate extra needle plate has to be inserted for straight-stitch sewing on fine fabrics.



20. Complicated zig-zag stitch width adjustment. To make this change from straight to zig-zag you have to stop the machine.

21. No built-in needle threader. Threading must be done manually.

10. Separate extra needle plate has to be inserted for straight-stitch sewing on fine fabrics.

11. Difficult to install double needle (consists of two single needles). Does not provide for zig-zag sewing or smocking.

X indicates area where a comparison could not be made because device does not exist.

18. No vibration-absorbing rim.

19. Sharp angular design with cluttered appearance. No choice of color.

S1. Carrying case does not convert to a full size work table.

S2. Does not have a free arm for tubular sewing.

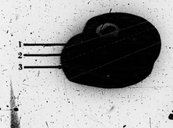
S3. Does not have a calibrated scale to adjust lower tension.

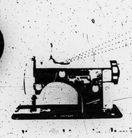
S4. Cannot make Turkish Hemstitch

S5. Cannot make Point de Paris.

the secret of NECCHI "triple-action" control

The Triple Disc is the secret of amazing "Triple-action" Control. As you see, each unit actually consists of 3 individual discs, each controlling a different automatic function.





Disc #1 controls the positioning of the needle; disc #2 controls the swing of the needle; and disc #3 controls the movement of the fabric.

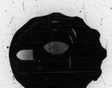
Because of "Triple-action" Control, with the fully automatic NECCHI you can make:

AUTOMATIC buttonholes and button sewing . . . one exclusive disc makes instant buttonholes in one continuous operation—without having to turn the fabric. The same disc sews on buttons automatically. No levers to set!

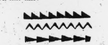
AUTOMATIC darning and mending. Weaves rips and tears like new. You don't have to move the fabric back and forth as on other machines.

AUTOMATIC decorative stitches. No machine can duplicate all of these delicate stitches . . . more than 200,000 different variations of design to choose from.

AUTOMATIC tapering that allows beautiful monograms with ease and precision. Ideal for personalizing every item in your home and wardrobe.



Ordinary single discs control only the swing of needle. Therefore, all designs are variations of satin stitch like this:



* You cannot make delicate embroidery stitches.

* You cannot make a buttonhole in one continuous operation.

Ordinary single discs control only the swing of the needle. Therefore, all designs are variations of the satin stitch like this:

* You cannot make delicate embroidery stitches.

* You cannot make a buttonhole in one continuous operation.

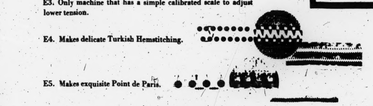
compare the *portable* ELNA, too! →

E1. Carrying case converts into a full size work table — in seconds.

E2. Free arm ideal for all tubular sewing such as sleeves, trousers, and baby things.

E3. Only machine that has a simple calibrated scale to adjust lower tension.

E4. Makes delicate Turkish Hemstitching.



E5. Makes exquisite Point de Paris.

plus almost all of the NECCHI automatic features

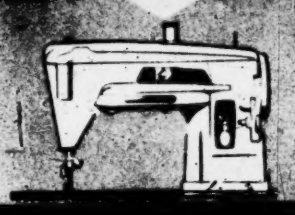
[fol. 5555] In United States District Court

Defendant's Exhibit 151

SINGER

STITCH PATTERN COMPARISON CHART
401 AND 403 MACHINES

401

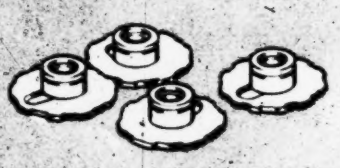


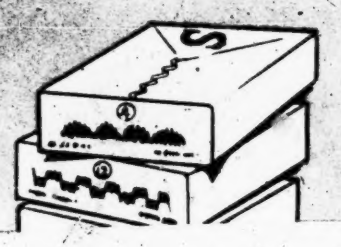
403

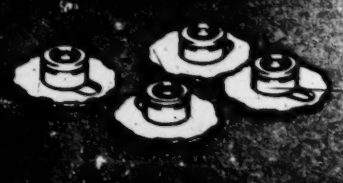
STITCH PATTERNS		
Primary Pattern B L	ZIGZAG	DISC (0)
Primary Pattern B O	BLIND STITCH	DISC (8)
Primary Pattern B Q	MULTI ZIGZAG	DISC (9)
Primary Pattern B M	BALL / BALL	DISC (10)
Combination Pattern D S (2) 3	SCALLOP / SCALLOP	DISC (6)
Combination Pattern F O 3	ICICLE / ICICLE	DISC (7)
DISC (11)	RIBBON	DISC (11)
DISC (1)	ARROWHEAD	DISC (1)
DISC (5)	BANNER	DISC (5)
DISC (2)	24 STITCH SCALLOP	DISC (2)
DISC (3)	DIAMOND	DISC (3)
DISC (4)	SOLID SCALLOP	DISC (4)

FASHION® Discs

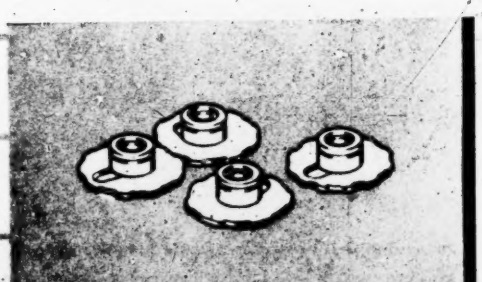
Furnished with machine—
Zigzag Disc (0) on holder in machine
Eight additional Discs in Attachment Box





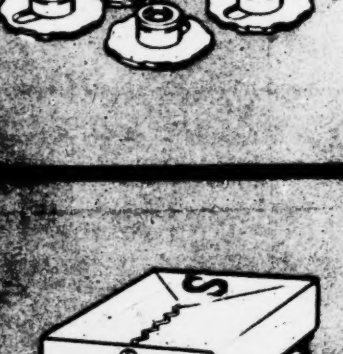


STITCH PATTERNS		
DISC (11)	RIBBON	DISC (11)
DISC (1)	ARROWHEAD	DISC (1)
DISC (5)	BANNER	DISC (5)
DISC (2)	24 STITCH SCALLOP	DISC (2)
DISC (3)	DIAMOND	DISC (3)
DISC (4)	SOLID SCALLOP	DISC (4)



FASHION® Discs

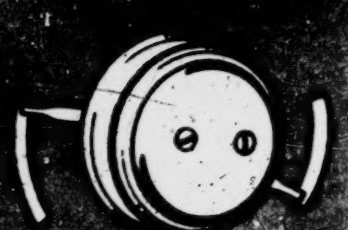
Individually packaged
Available for
separate purchase



STITCH PATTERNS		
Combination Pattern H L 3	DOMINO	DISC (12)
Variation Pattern I L 2	FAGOTING / FAGOTING	DISC (13)
Combination Pattern G L 3	COMB	DISC (14)
Variation Pattern F O 2	SHAG	DISC (16)
Combination Pattern G R 3	CURLIQUE	DISC (17)
Primary Pattern B N	PYRAMID	DISC (18)
DISC (19)	BLOCK	DISC (19)
DISC (20)	WALLS OF TROY	DISC (20)
DISC (21)	CHEVRON	DISC (21)
DISC (15)	THUNDERBIRD	DISC (15)

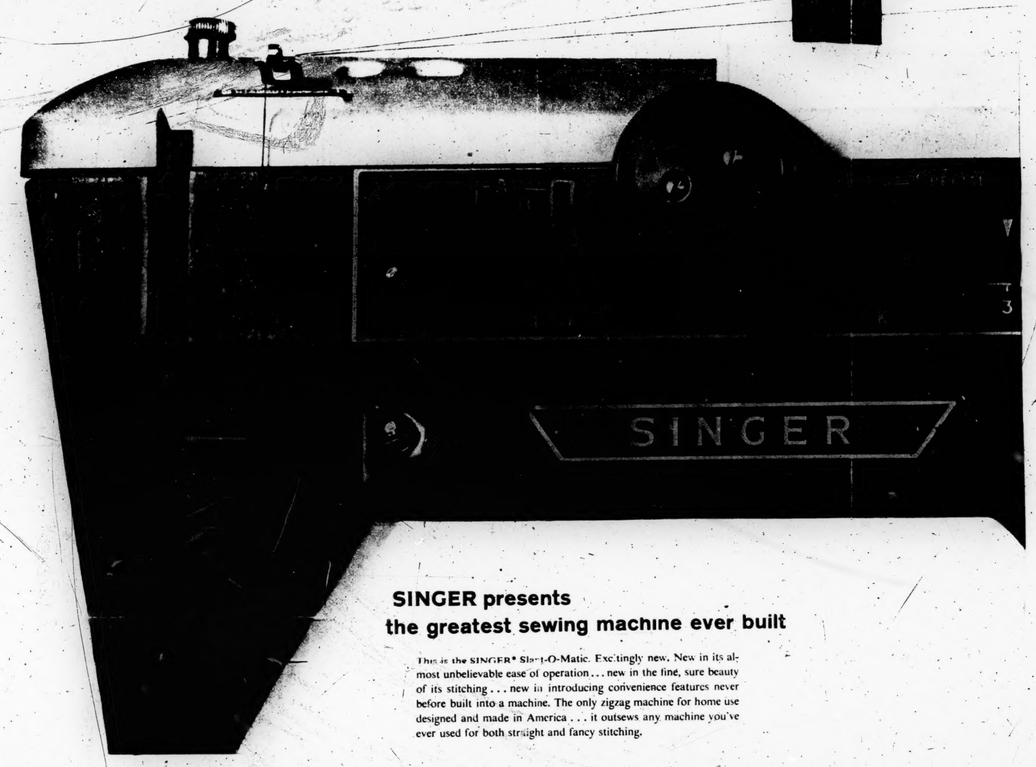
FASHION® Discs

Individually packaged
Available for
separate purchase



FASHION Discs

EXHIBIT
U. S. Dist. Court
S. D. of N. Y.
DEFENDANT'S
JUN - 5 1961



SINGER presents
the greatest sewing machine ever built

This is the SINGER* Slant-O-Matic. Exc'tingly new. New in its almost unbelievable ease of operation . . . new in the fine, sure beauty of its stitching . . . new in introducing convenience features never before built into a machine. The only zigzag machine for home use designed and made in America . . . it outsews any machine you've ever used for both straight and fancy stitching.

First automatic with a slant-needle and gear motor drive for easiest sewing, smoothest sewing ever. No stalling.

First automatic with a "[illegible] in" bobbin in *front* of needle. Fingertip control lifts throat plate for embroidery.

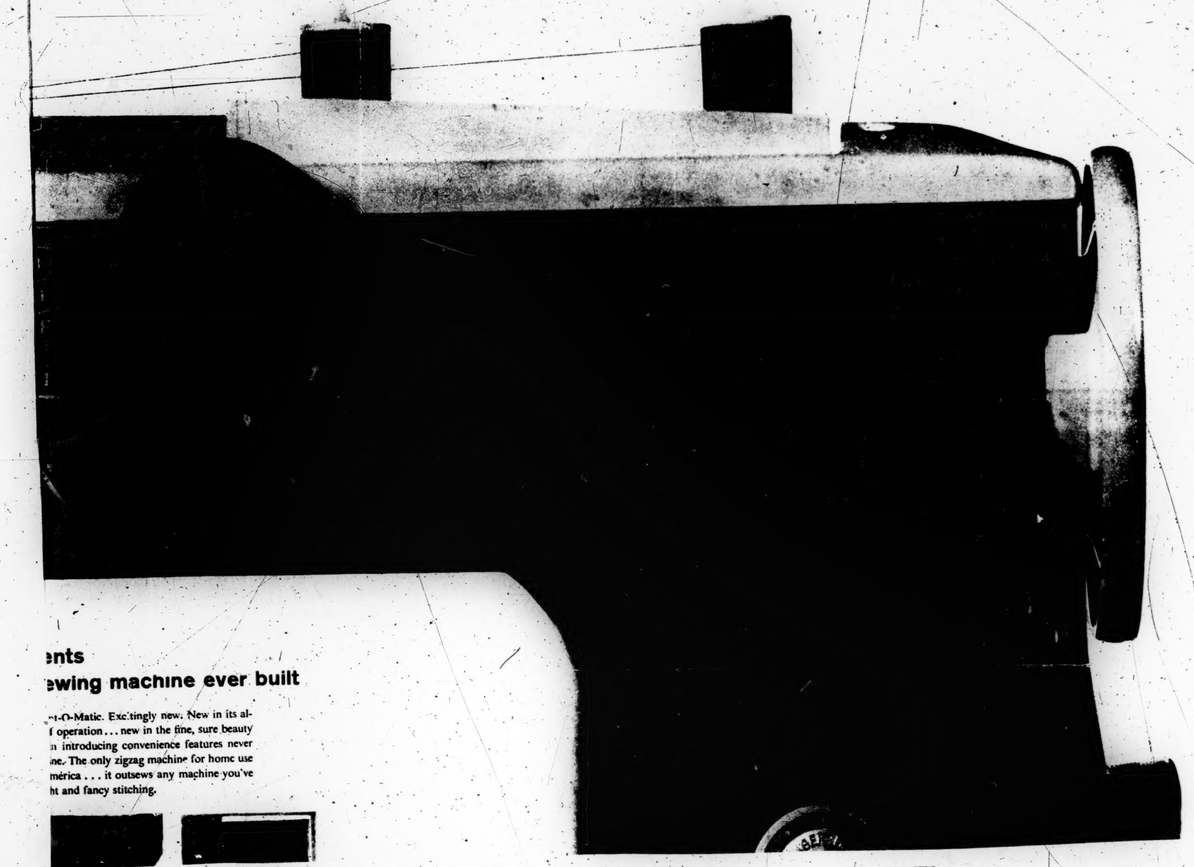
First automatic with a snap-up stitch chart on top, that lets you "tune" knob for all kinds of fancy stitches.

S* Y2 SINGER exclusives! See them at your

SINGER SEWING CENTERS

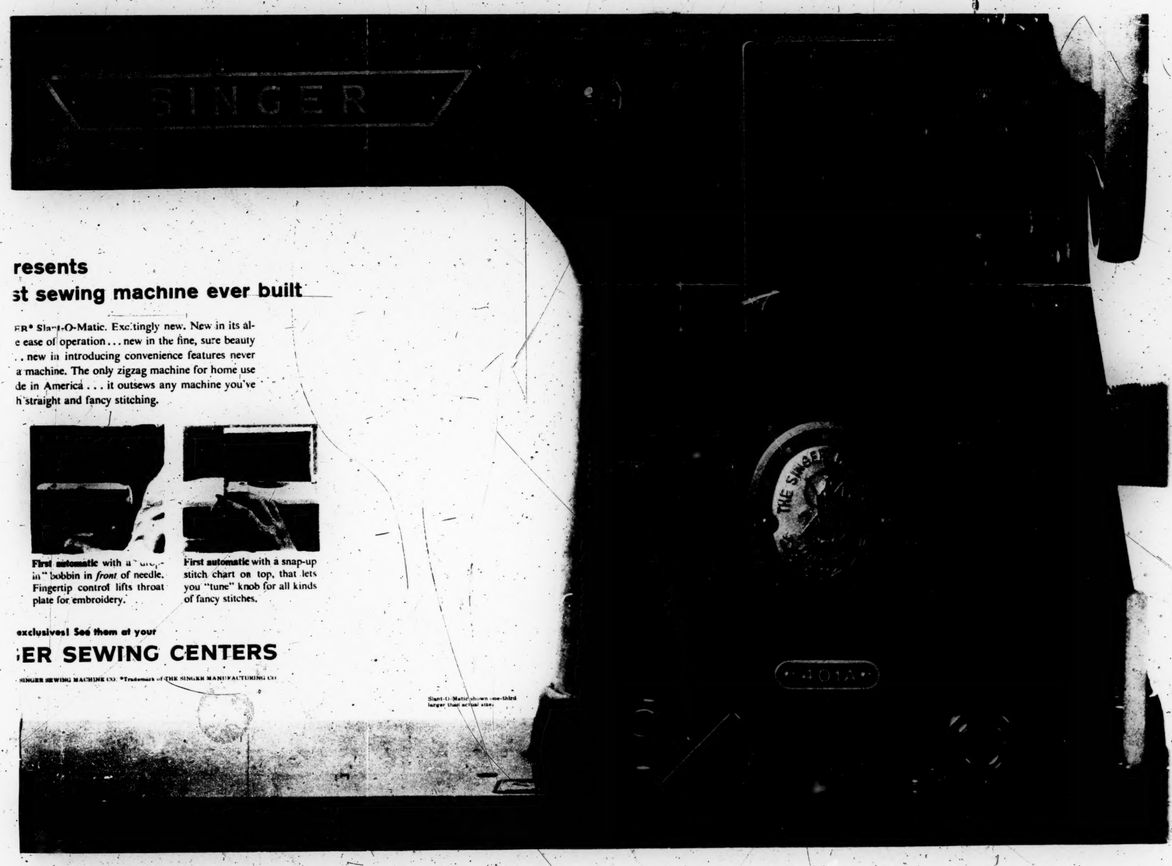
Listed in your phone book under SINGER SEWING MACHINE CO. *Trademark of THE SINGER MANUFACTURING CO.

Slant-O-Matic shown one-third larger than actual size.



ents
ewing machine ever built

-t-O-Matic. Exc'tingly new. New in its al-
f operation . . . new in the fine, sure beauty
n introducing convenience features never
ne. The only zigzag machine for home use
mérica . . . it outsews any machine you've
ht and fancy stitching.



resents
st sewing machine ever built

ER* Slant-O-Matic. Exc'tingly new. New in its al-
e ease of operation . . . new in the fine, sure beauty
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exclusives! See them at your

ER SEWING CENTERS

SINGER SEWING MACHINE CO. *Trademark of THE SINGER MANUFACTURING CO.

Slant-O-Matic shown one-third larger than actual size.

Over 60 million people will see and read about the fabulous new Singer Slant-O-Matic in the following pu

	Circulation	Readers
Life—September 16, 1957 (*On Sale September 12th*)	5,738,000	12,602,000
Look—September 17, 1957 (*On Sale September 3rd*)	4,191,000	8,769,000
Ladies Home Journal—October, 1957 (*On Sale September 24th*)	5,320,000	6,327,000
McCall—October, 1957 (*On Sale September 26th*)	4,830,000	6,322,000
Good Housekeeping—October, 1957 (*On Sale September 19th*)	3,815,000	4,827,000
Woman's Day—October, 1957 (*On Sale September 24th*)	3,141,000	5,057,000
Parents—October, 1957 (*On Sale September 25th*)	1,686,000	2,356,000
Farm Journal—October, 1957 (*On Sale September 15*		
Progressive Farmer—October, 1957 (*On Sale Septem*		
Successful Farming—October, 1957 (*On Sale Septemb*		
McCall's Pattern Book—Winter, 1957 (*On Sale Octob*		
Vogue Pattern Book—Autumn-Winter, 1957 (*On Sale*		
What's New in Home Economics—October, 1957 (*On*		

on people will see and read about the fabulous new Singer Slant-O-Matic in the following publications:

	Circulation	Readers
2th)	5,738,000	12,602,000
rd)	4,191,000	8,769,000
September 24th)	5,320,000	6,327,000
)	4,830,000	6,322,000
ptember 19th)	3,815,000	4,827,000
24th)	3,141,000	5,057,000
)	1,686,000	2,356,000
Farm Journal—October, 1957 (*On Sale September 16th*)	3,624,000	7,248,000
Progressive Farmer—October, 1957 (*On Sale September 15th*)	1,315,000	2,898,000
Successful Farming—October, 1957 (*On Sale September 15th*)	1,305,000	3,073,000
McCall's Pattern Book—Winter, 1957 (*On Sale October 20th*)	257,000	514,000
Vogue Pattern Book—Autumn-Winter, 1957 (*On Sale September 5th*)	332,000	664,000
What's New in Home Economics—October, 1957 (*On Sale October 1st*)	40,000	80,000
TOTALS:	35,594,000	60,737,090

Please post this reprint on the bulletin board

Presenting the

SINGER SLANT-O-MATIC...

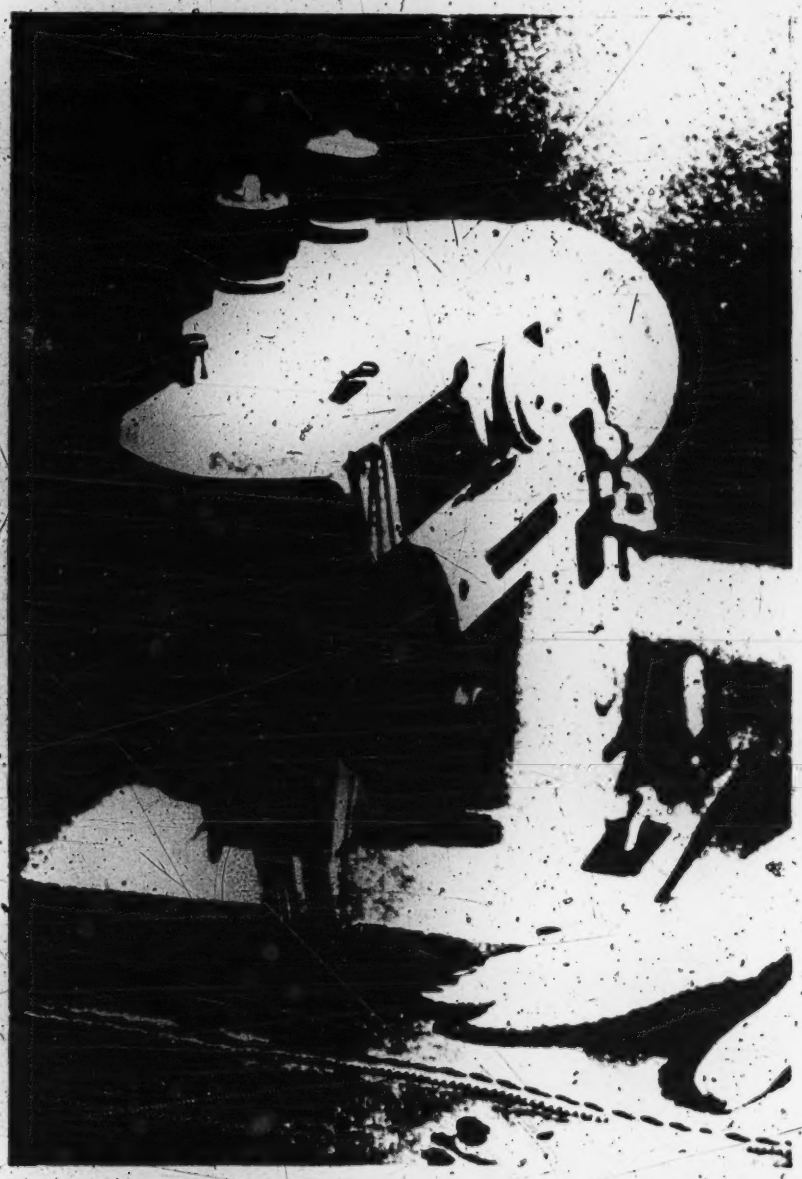
The finest sewing machine ever built for home or school use

Dramatically new and different in every way, the SINGER® Slant-O-Matic outsews any other machine for both straight and fancy stitching.

It's the most durable automatic zigzag machine you can buy, mechanically perfected for years of service-free operation. With unmatched ease and beauty, it sews on the finest to the most rugged of fabrics without slipping or stalling.

And every sewing group . . . from beginners to the most advanced students . . . will enjoy the Slant-O-Matic's amazing ease of operation. This versatile machine has convenience features never built into any machine before!

Available at school discounts for classroom use and special discounts for clothing teachers' personal use. Portable, cabinet and classroom table models.



Only the Slant-O-Matic has all these exciting features!

- Only zigzag sewing machine with Slant-Needle for better vision, precise stitching
- Exclusive "drop-in" bobbin in *front* of needle
- Fixed bobbin case—prevents dropping, chipping
- Exclusive elevator throat plate raises by finger-tip control—no feed to drop for darning and embroidery; no tools needed for cleaning, superior fabric handling
- "Tune-in" knob for instant change from straight stitching to hundreds of decorative stitches, buttonholing, overcasting, zigzag seaming
- Snap-up eye-level stitch chart that guides you as you "tune in" infinite decorative stitches
- Only machine with a built-in threading diagram that snaps open for instant instruction
- Gear motor drive for smoothest sewing ever—no belt to wear out or slip
- This machine actually *disengages* its zigzag mechanism to allow superior straight stitching
- Micro-stitch length control that produces up to 200 stitches per inch
- Zero-to maximum tension in one turn for simple tension regulation
- Built-in "safety" thread cutter, scored throat plate for guiding stitching, flexible steel seam guide and many other extras.
- The only zigzag machine made in America for home sewing!

For free folders fully describing the Slant-O-Matic and other supplies and services offered by SINGER write to SINGER SEWING MACHINE CO., Educational Dept., 149 Broadway, N.Y. 6, N.Y. Ask for a demonstration at your SINGER SEWING CENTER.

SINGER SEWING CENTERS

*A trademark of THE SINGER MANUFACTURING CO.
Listed in your phone book under SINGER SEWING MACHINE CO

Catholic School Journal - Feb., '58
What's New In Home Econ. - Feb., '58
Educational Business - Feb., '58
School Management - Feb., '58
Practical Home Economics - Feb., '58

1958

[fol. 5560] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 156

A present with a future . . . if it's a **SINGER**

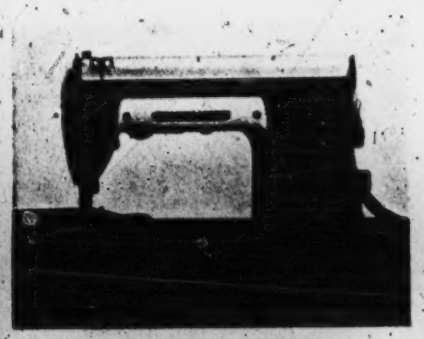
New **SINGER Slant-O-Matic** ....

greatest sewing machine ever built

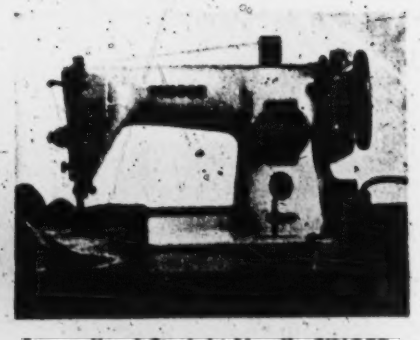
The brilliant new Slant-O-Matic outsews all other sewing machines for both straight and fancy stitching . . . yet it's amazingly *easy* to operate.

It has 24 fabulous features, including the exclusive Slant-Needle for easier seeing, smoother sewing; an exclusive "drop-in" bobbin . . . in *front* of the needle where it's easy to reach; a built-in stitch chart that shows how to "tune in" the fancy stitch you select at the turn of a knob; gear motor drive for *stall-free* sewing.

The only automatic zigzag machine for home use made in America, the SINGER* Slant-O-Matic is built for a *lifetime* of sewing. Comes in cabinets or portable case.

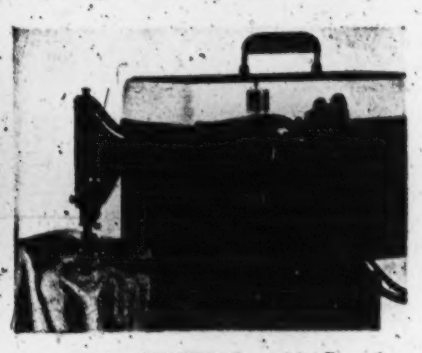


Popular Slant-Needle SINGER. Only straight-stitching machine with a needle that slants forward for better vision, easier sewing. Available with Automatic Zigzagger attachment for decorative stitching.



Streamlined Straight-Needle SINGER. Completely modern in every way—does perfect straight stitching. Like every SINGER, it's backed by over 100 years' experience in making the most dependable machines.

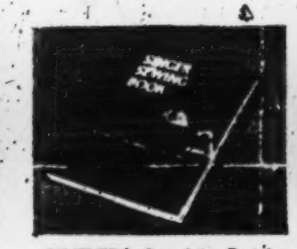
Famous FEATHERWEIGHT* Portable. An 11-lb. wonder that travels easily, stores easily, and does the work of a full-sized SINGER even on heavy fabrics! Sturdily built, with all the modern conveniences.



Extra-Value SINGER* Portable. Buy of a lifetime . . . to last a lifetime! Like every new SINGER, comes with a *free* sewing course. SINGER machines available on easy budget terms, with generous trade-in allowance.

A gift for every purse . . . from **SINGER**

SINGER* Sewing Boxes These come in a variety of fabrics, forms and colors to delight young and old alike. From $1.98.



SINGER* Sewing Book 237 pages and pictures of how-to-sew fun for the homemaker. Richly bound. Only $3.95.

SINGER SEWHANDY* For the little lady on your list—a miniature SINGER that really sews! Safe for tiny fingers. Only $9.95.

New **SINGER** Slant-O-Matic ...

greatest sewing machine ever built

The brilliant new Slant-O-Matic outsews all other sewing machines for both straight and fancy stitching . . . yet it's amazingly *easy* to operate.

It has 24 fabulous features, including the exclusive Slant-Needle for easier seeing, smoother sewing; an exclusive "drop-in" bobbin . . . in *front* of the needle where it's easy to reach; a built-in stitch chart that shows how to "tune in" the fancy stitch you select at the turn of a knob; gear motor drive for *stall-free* sewing.

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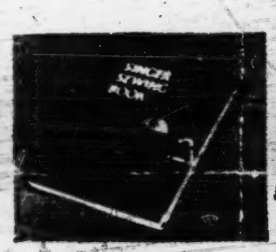

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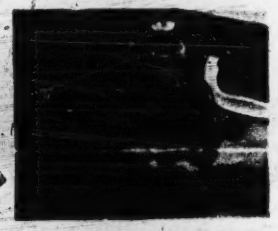

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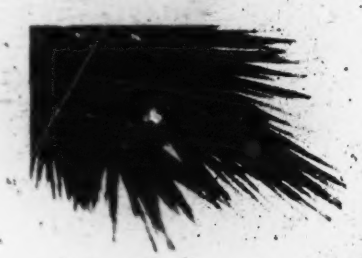
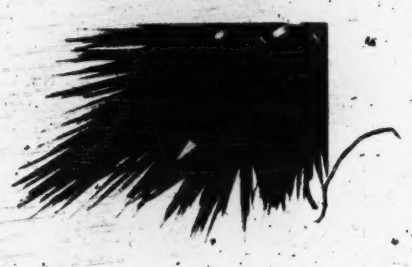


SINGER SEWING CENTERS

Listed in your phone book under SINGER SEWING MACHINE CO.

*A trademark of THE SINGER MANUFACTURING COMPANY



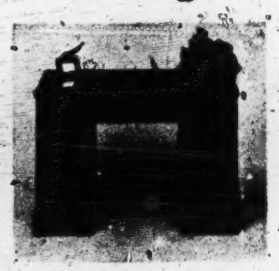
Handsome setting for any **SINGER** . . . one of these new "Designer" Cabinets!

Early American Console. Honey-tone or Salem maple finishes. Note matching stool.

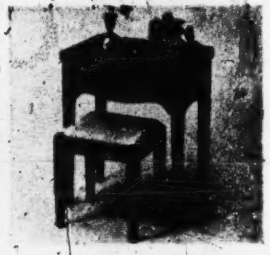
French Provincial Console. Warm, glowing fruitwood finish; flowing lines.

Modern Console. Blond or walnut finish. Both console and stool are brass-tipped.

American Modern Desk. Blond, walnut or mahogany finishes—roomy drawers.



Traditional Desk. Rich mahogany finish, with graceful tiered drawers.



Bow Front Console. Deep or casual mahogany finish—gleaming brass pulls.

This colorful ad featuring Singer Gift Suggestions will appear as follows:

MAGAZINE	ISSUE DATE	APPEARANCE DATE
GOOD HOUSEKEEPING	December, 1957	November 21, 1957
FARM JOURNAL	December, 1957	November 23, 1957
SUCCESSFUL FARMING	December, 1957	November 18-29, 1957
LIFE	December 2, 1957	November 28, 1957
LOOK	December 10, 1957	November 26, 1957
LADIES' HOME JOURNAL	December, 1957	November 26, 1957
McCALL'S	December, 1957	November 21, 1957
PROGRESSIVE FARMER	December, 1957	November 15, 1957
ELECTRICITY ON THE FARM	December, 1957	December 1, 1957

These magazines have a combined readership of over 52,000,000.

Defendant's Exhibit 157

What is zig-zag sewing?

What is zig-zag sewing?

It's what lets a woman breezily pick a designer pattern with "complicated insides." (Zig-zag snips hours off tedious finishing and facings.)

Zig-zag is how you sew smoother seams in drapes, believe it or not . . . and give Johnny's corduroy shirt a new elbow that doesn't stick out like a sore thumb.

It's the modern way to sew on buttons, and add years to the life of every seam. It's what the SLANT-O-MATIC* Machine by SINGER (with its exclusive Slant-Needle) does easier—and better—than any other machine. Why don't you come in and find out about this exciting zig-zag way to sew?

SINGER SEWING CENTERS

Also headquarters for SINGER* Vacuum Cleaners, Rug Cleaner-Floor Polishers
Listed in your phone book under SINGER SEWING MACHINE COMPANY

*A TRADEMARK OF THE SINGER MANUFACTURING COMPANY

PLEASE POST THIS AD REPRINT ON YOUR SHOP BULLETIN BOARD

THIS ADVERTISEMENT APPEARS IN THE FOLLOWING MAGAZINES

WITH A TOTAL CIRCULATION OF 38,555,000

MAGAZINE	DATE ON SALE	MAGAZINE	DATE ON SALE
TRUE STORY—September, 1960	August 4th	PROGRESSIVE FARMER—October, 1960	September 15th
SIMPLICITY PATTERN BOOK—August, 1960	August 15th	FARM JOURNAL—October, 1960	September 17th
EVERY WOMAN'S FAMILY CIRCLE—September, 1960	August 18th	GOOD HOUSEKEEPING—October, 1960	September 20th
SUCCESSFUL FARMING—September, 1960	August 19th	McCALL'S—October, 1960	September 21st
WOMAN'S DAY—September, 1960	August 19th	PARENTS'—October, 1960	September 26th
McCALL'S PATTERN BOOK—August, 1960	August 20th	BUTTERICK PATTERN BOOK—October, 1960	October 1st
LADIES' HOME JOURNAL—September, 1960	August 30th	VOGUE PATTERN BOOK—October, 1960	October 29th
ELECTRICITY ON THE FARM—September, 1960	September 1st		

Defendant's Exhibit 158

DESIGNED EXCLUSIVELY FOR MC CALL'S BY PAULINE TRIGERE—PATTERN NO. 5588

What's the newest slant on holiday sewing?

It has to do with a special needle...and you, of course.

The needle slants forward—so you don't have to. No stretch, no eye strain seeing where you're sewing. (It pierces the fabric *clearly* an inch ahead of the old style straight up and down needles.)

With this slant, lively silks are more controllable. Spirited holiday taffetas stitch up submissively. You can put in a gusset with more than blind faith. Do ticklish top-stitching—boldly.

It's a slant you get *only* with SINGER* Sewing Machines. It's part of what makes the SLANT-O-MATIC* by SINGER the greatest zig-zag machine ever built. Discover this new angle to sewing... now at...

SINGER SEWING CENTERS

Also headquarters for SINGER* Rug and Floor Cleaning Equipment
Listed in your phone book under SINGER SEWING MACHINE CO.
*A Trademark of THE SINGER MANUFACTURING CO.

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Also headquarters for SINGER* Rug and Floor Cleaning Equipment
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*A Trademark of THE SINGER MANUFACTURING CO.

AD #679

WHAT'S THE NEWEST SLANT ON HOLIDAY SEWING?

THIS ADVERTISEMENT WILL APPEAR IN THE FOLLOWING MAGAZINES

WITH A TOTAL CIRCULATION OF 33,400,000

PUBLICATION	DATE ON SALE
TRUE STORY, October, 1960	September 6, 1960
VOGUE PATTERN BOOK, Autumn-Winter, 1960	September 15, 1960
WOMAN'S DAY, October, 1960	September 16, 1960
EVERY WOMAN'S FAMILY CIRCLE, November, 1960	October 20, 1960
McCALL'S PATTERN BOOK, Winter, 1960	October 20, 1960
GOOD HOUSEKEEPING, November, 1960	October 20, 1960
McCALL'S, November, 1960	October 21, 1960
SUCCESSFUL FARMING, November, 1960	October 21, 1960
PARENTS, November, 1960	October 25, 1960
LADIES HOME JOURNAL, November, 1960	October 27, 1960
ELECTRICITY ON THE FARM, November, 1960	November 1, 1960

1553

[fol. 5563] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 159

Comparative Sales of all Singer Household Sewing Machines for the Years 1958-60

Machine	1958	1959	1960
401	147,446	155,422	155,832
319	4,199	1,028	
404	123	91,922	119,643
301	101,853	34,876	1,851
403		50,269	88,553
306	9,927	13,308	10,399
185	11,670	86,128	82,662
99	115,717	23,884	2,517
192		51,091	64,002
221	47,669	41,432	28,616
15	39,620	16,761	4,822
201	21,785	14,169	6,833
66	13,894	2,487	
Misc.	3,621	1,523	4,619
Total	517,524	584,309	570,349

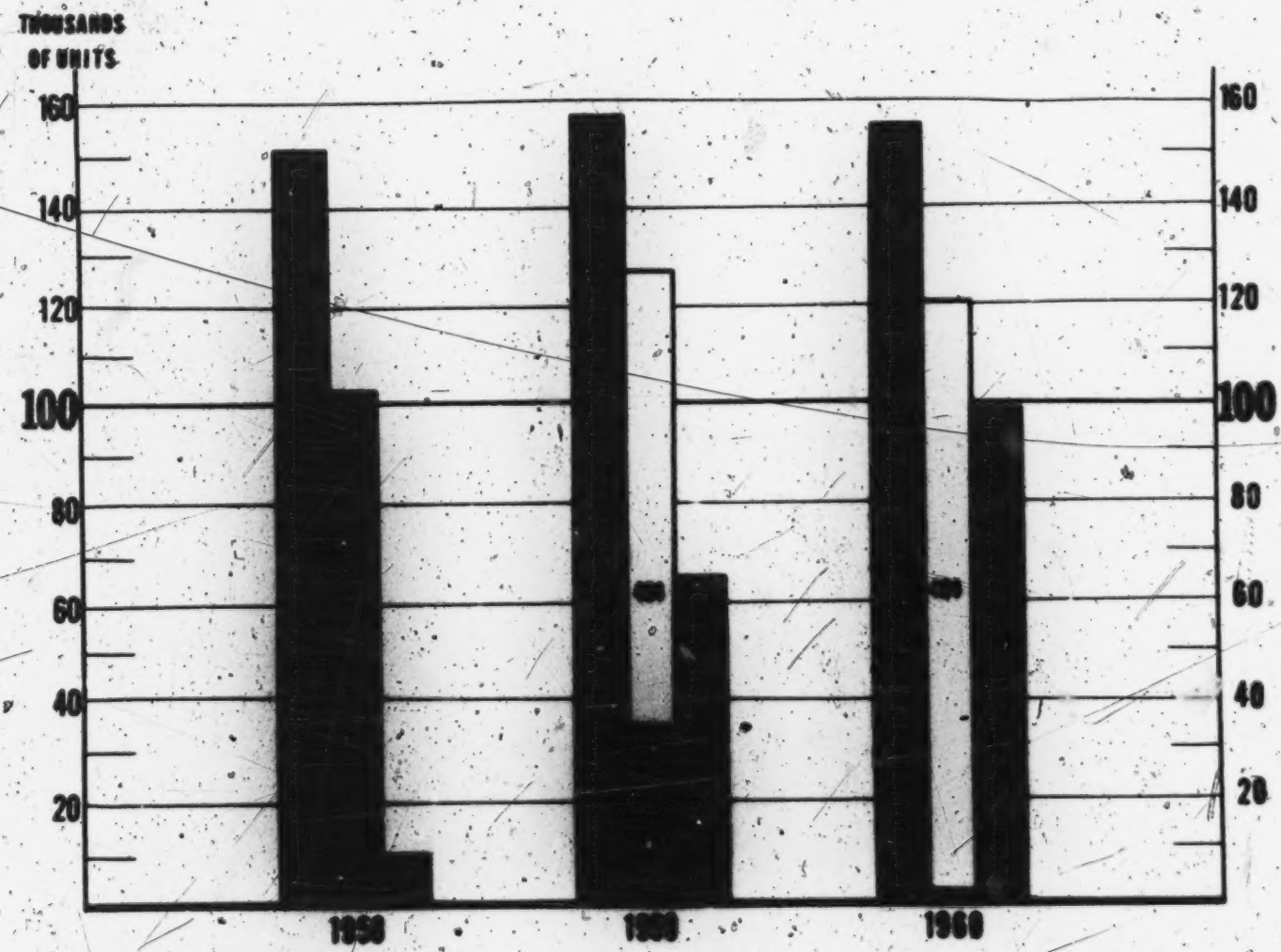
Source: Singer Statistics.

[fol. 5564]

IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 160

COMPARATIVE SALES OF THE SINGER 401, 403, AND 404 SEWING MACHINES & THEIR PREDECESSORS FOR THE YEARS 1958 - 1960



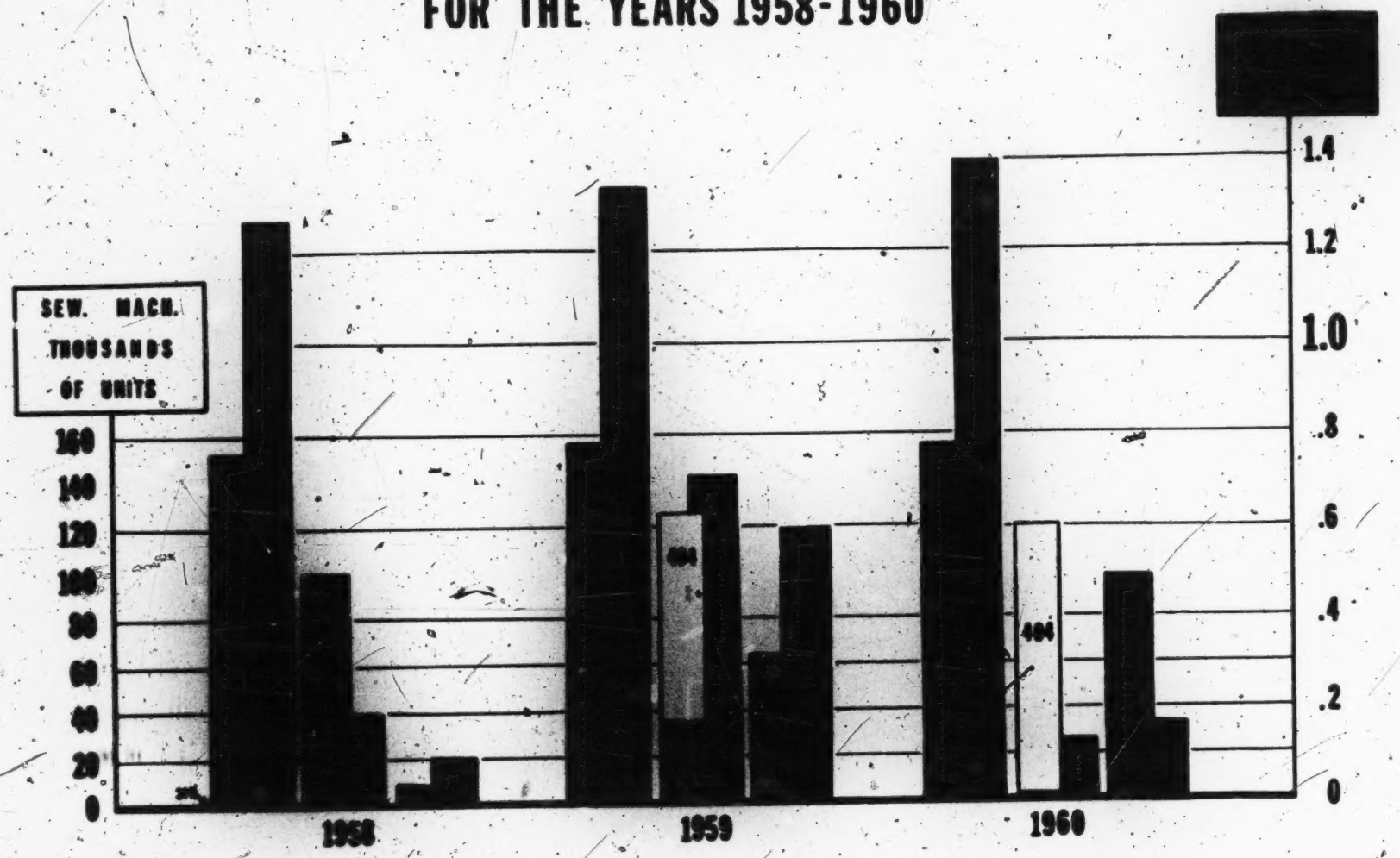
SOURCE: SINGER STATISTICS

[fol. 5565]

IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 161

COMPARISON OF SALES WITH ADVERTISING EXPENDITURES OF THE SINGER 401, 403, & 404 SEWING MACHINES & THEIR PREDECESSORS FOR THE YEARS 1958-1960

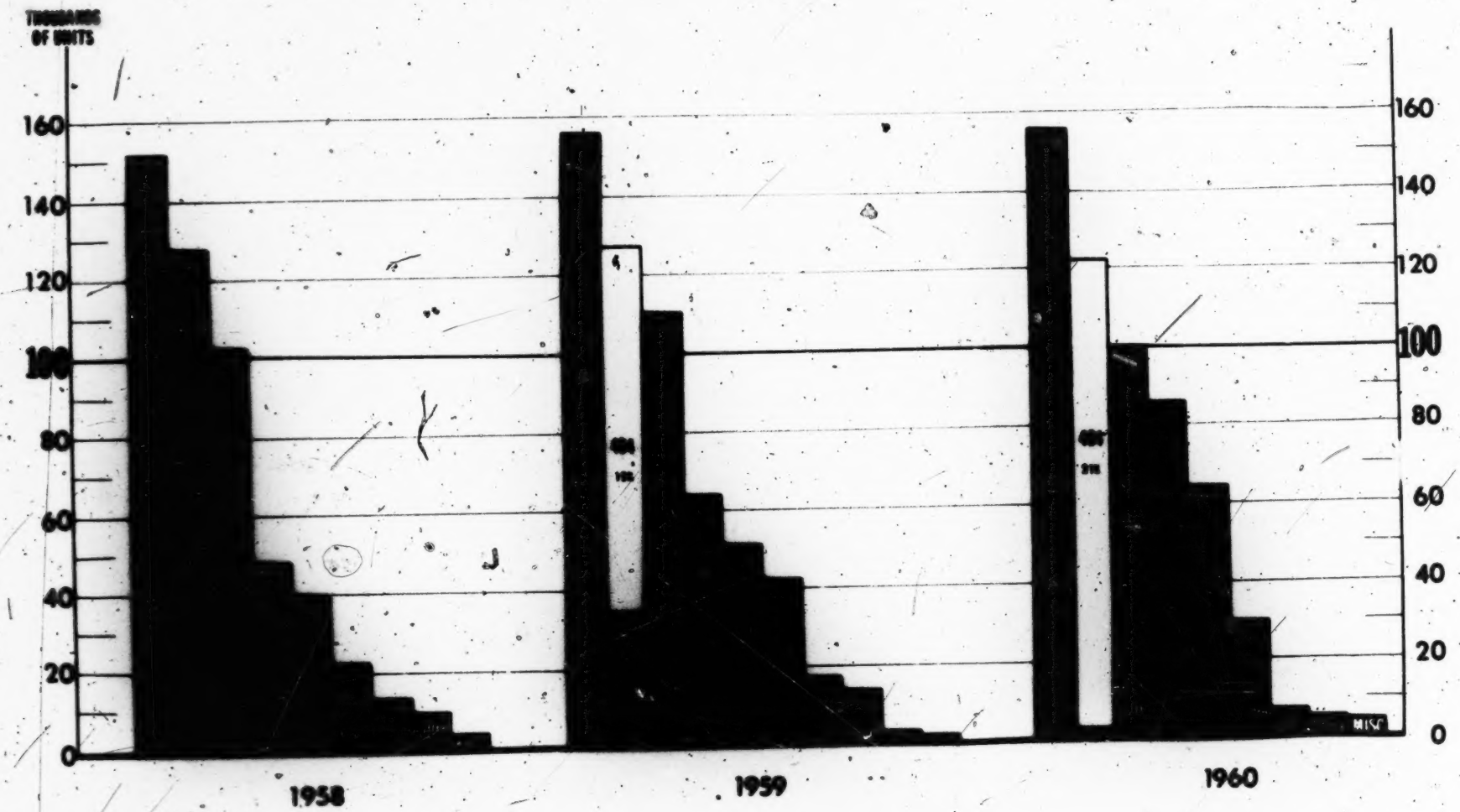


SOURCE: SINGER-STATISTICS

[fol. 5566] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 162

COMPARATIVE SALES OF ALL SINGER HOUSEHOLD SEWING MACHINES FOR THE YEARS 1958-1960



SOURCE: SINGER STATISTICS

[fol. 5567] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 163

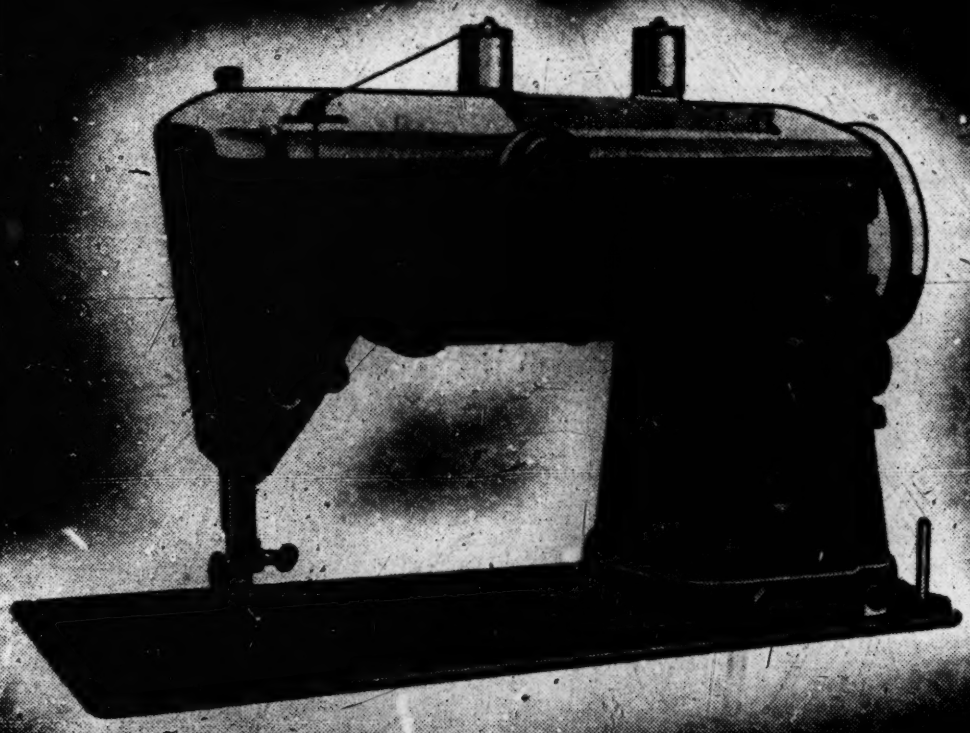
Comparison of Sales with Advertising Expenditures of the Singer 401, 403, and 404 Sewing Machines and Their Predecessors for the Years 1958–1960

	1958	1959	1960
Sales:			
401	147,446	155,422	155,832
219	4,199	1,028	
Advertising:			
401	$1,270,897.16	$1,343,971.60	$1,399,482.59
Sales:			
404	123	91,922	119,643
301	101,853	34,876	1,851
Advertising:			
404		$ 584,997.21	$ 131,617.81
301	$ 197,425.20	$ 127,109.18	
Sales:			
403		50,269	88,553
306	9,927	13,308	10,399
Advertising:			
403		$ 544,568.40	$ 121,312.77
306	$ 103,050	$ 52,288.11	$ 44,365.94

Source: Singer Statistics.

Defendant's Exhibit 164

SINGER



The World's Finest Sewing Machine

YOURS
FOR 3 WHOLE DAYS
to use to your heart's content!

- Try its beautiful decorative stitch patterns!
- Make buttonholes with it!
- Mend, darn, monogram with it!
- Sew on buttons with it!
- Overcast, applique with it!
- Above all, sew with it!

to use to your heart's content!

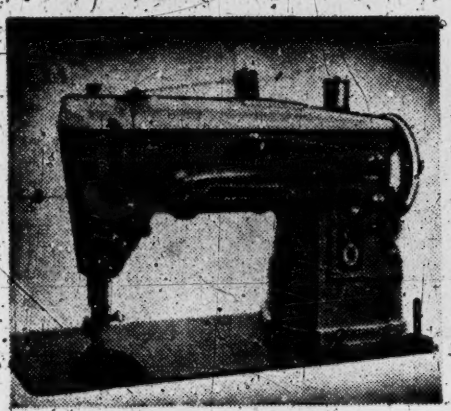
- Try its beautiful decorative stitch patterns!
- Make buttonholes with it!
- Mend, darn, monogram with it!
- Sew on buttons with it!
- Overcast, applique with it!
- Above all, sew with it!

PHONE TODAY...
IN YOUR HOME TOMORROW!

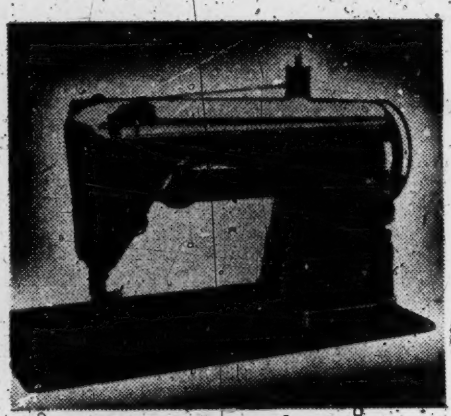
We want the women of America to know what this marvelous machine will do—what a wonderful new experience *SLANT-O-MATIC* sewing can be!

No deposit required—absolutely no obligation of any kind!

THE SAME OFFER applies to the two beautiful sisters of the fabulous *SLANT-O-MATIC**



The *SLANT-O-MATIC Special* — lower priced zigzag machine with many *SLANT-O-MATIC* features



The *SLANT NEEDLE Deluxe*, the world's finest straight stitch machine with a marvelous zigzag attachment

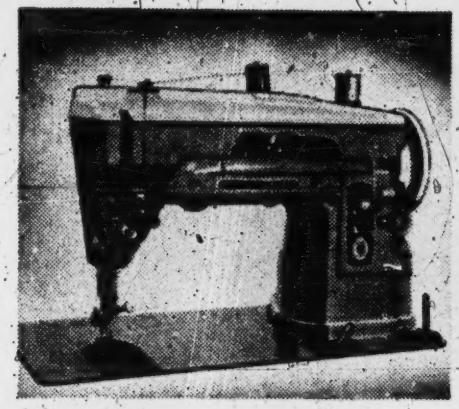
ONLY SINGER* ZIGZAG MACHINES

- ✓ Assure you expert service whenever, wherever you need it
- ✓ Feature a handy drop-in front bobbin, slant-needle sewing, stall-proof gear motor drive, micrometric stitch length adjustment
- ✓ Are made in America by American craftsmen

No matter what you may be told, no sewing machines imported from Japan are made by **SINGER**, *or with* **SINGER*** *parts*

When you can own a machine made by

THE SAME OFFER applies to the two beautiful sisters of the fabulous *SLANT-O-MATIC**



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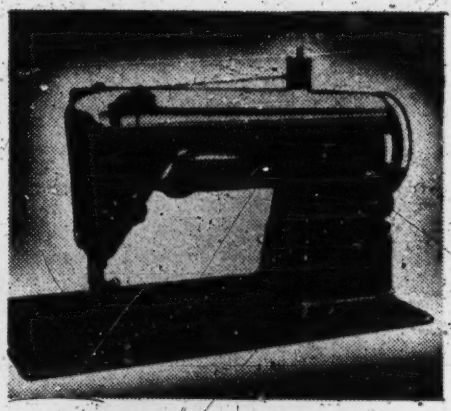

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ZIGZAG MACHINES

- ✓ Assure you expert service whenever, wherever you need it
- ✓ Feature a handy drop-in front bobbin, slant-needle sewing, stall-proof gear motor drive, micrometric stitch length adjustment
- ✓ Are made in America by American craftsmen

No matter what you may be told, no sewing machines imported from Japan are made by SINGER, or with SINGER* parts

When you can own a machine made by SINGER for as little as $48.88†

...*WHY SETTLE FOR LESS?*

(†Spartan model not illustrated)

Easy Terms on the SINGER Save-as-You-Pay Plan — up to 30 months to pay

SINGER SEWING CENTER

HEADQUARTERS FOR ALL YOUR SEWING AND FLOOR CARE NEEDS

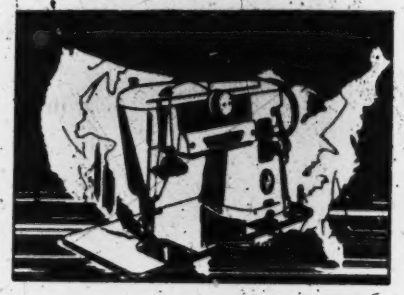
(Listed in phone book under SINGER SEWING MACHINE COMPANY)

*A Trademark of THE SINGER MANUFACTURING COMPANY

[fol. 5574]

IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 168



Compare

These important features of the SINGER Slant-o-Matic with machines from 4 other sources

CHECK THESE FEATURES ▶	Slant Needle	Drop-in Top "Front" Bobbin	Positive-Gear Drive Throughout	Full Rotary Sewing Mechanism	Zero to Maximum Tension in 1 Turn	Positive Non-Slip Feeding on all materials	Elevator Throat Plate	Built-in Operating and Threading Charts	Parallel Twin Needle Sewing with 2 standard needles	Ball Joint-Needle Bar Suspension
Slant-o-Matic	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Machine "N"	No	No	No	No	No	No	No	No	No	No
Machine "E"	No	No	No	Yes	Yes	No	No	No	No	No
Machine "P"	No	No	No	Yes	Yes	Yes	No	No	No	No
Machine "V"	No	No	No	Yes	Yes	Yes	No	No	No	No

5031

FORM 900—167 SC

LITHO. IN U.S.A.

[fol. 5575]

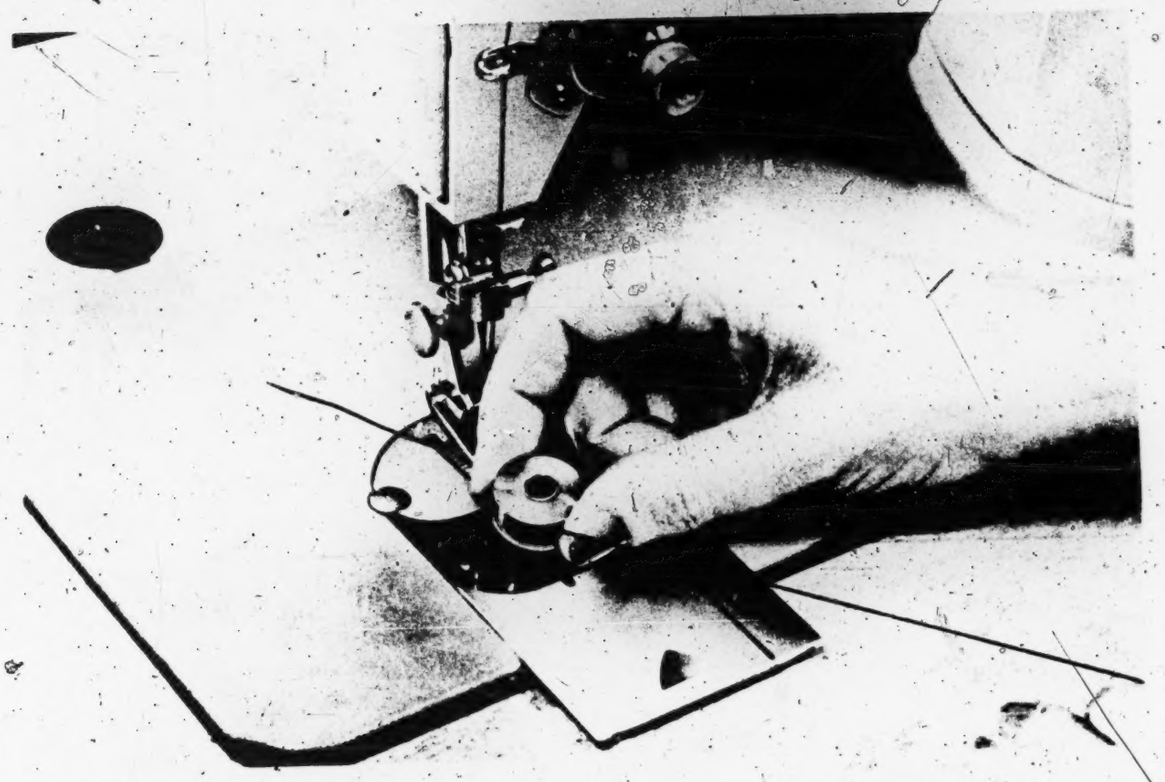
In United States District Court

Defendant's Exhibit 169

EXHIBIT
U. S. Dist. Court
S. D. of N. Y.
JUN 5 1
DEFENDANT'S
169

Shop Meeting Guide

SELLING SINGER SUPERIORITY



There is a time for creative selling; a time for product selling and a time for persuasive selling. And a good Singer Salesperson knows how and when to use each.

1565

CREATIVE selling is used to build a prospect's desire for a sewing machine and it usually follows the story presented in the first nine pages of FASHIONOMICS emphasizing the fashion advantages of home sewing and the benefits of the wonderful Singer sewing Course Program.

PERSUASIVE selling is used to convince a person whose desire for a sewing machine and preference for a *SINGER* has been established, that *the time to buy is now!* This follows our FASHIONOMICS presentation on Page 11, through the close of the sale.

PRODUCT selling is usually employed after the desire for a Sewing machine has been *acknowledged* and may be used to *prevent* the customer from considering any competitive machine, or in cases where the prospect indicates that she has already been considering a competitive machine.

We recently engaged the services of an independent research organization, which arranged for skilled interviewers to visit 22 Singer Shops located in widely scattered parts of the country. The results of this survey indicate that Singer Salespeople, while fairly competent in creative selling and persuasive selling, are *very weak in product salesmanship.* This probably stems from the fact that many of us are so convinced of Singer product superiority that we assume every prospect feels the same way. This must not be taken for granted and we must assume, whether the prospect mentions it or not, that she may have considered the possibility of the purchase of a competitive machine.

In each of the 22 Shops surveyed, the interviewer named another make machine which she was seriously considering buying and, with one or two exceptions, our people talked in vague generalities about Singer Service, American-produced raw materials, etc. and gave very few concrete reasons why the prospect should select a SINGER.

The story of Singer superiority is only partially covered in the double-page spread on Page 10 of FASHIONOMICS. Here is a checklist of specific points to cover in a good product selling presentation. The more the customer indicates that she is considering another machine, the more thoroughly this checklist should be covered:

Section "A"
The Slant Needle Series

1. **Full-geared rotary mechanism.**
   a. **Whisper-quiet.**
   b. **No vibration.**
   c. **Longer trouble-free operation.**
   d. **Higher speed.**
   e. **More accurate speed control.**
2. **Automotive type gear-motor drive.**
   a. **No belt to slip, stretch or break.**
   b. **The motor has a firm positive grip and can do a better job of driving the machine.**
3. **Exclusive Slant Needle construction.**
   a. **Sit better, see better, sew better. The needle pierces the material at an angle as in hand sewing. This is especially important when sewing delicate, sheer fabric.**
4. **Made in America—with American 'know how' by skilled Singer American craftsmen.**

Section "B"
All Singer Sewing Machines

5. **A matched team of machine, motor and speed controller. In many competitive machines these three elements are made in different factories and, according to independent testing laboratories, this is a potential source of trouble.**
6. **Die-cast aluminum body (except the "185" and the SPARTAN model "192"). This is rugged construction, but the machines are light and *really* portable. In most cases, our machines, as portables, are 20 lbs. lighter than many competitive models. Some competitive models have to provide a special derrick-type lifting device to simply lift the head into a sewing position on the cabinet. No derrick is provided for lifting the portable from the floor to the table. This is one of the greatest weaknesses of competitive portable machines.**

[Fol. 5577]

Singer Superiority Check List

Section "A"
The Slant Needle Series

1. Full-geared rotary mechanism.
   a. Whisper-quiet.
   b. No vibration.
   c. Longer trouble-free operation.
   d. Higher speed.
   e. More accurate speed control.
2. Automotive type gear-motor drive.
   a. No belt to slip, stretch or break.
   b. The motor has a firm positive grip and can do a better job of driving the machine.
3. Exclusive Slant Needle construction.
   a. Sit better, see better, sew better. The needle pierces the material at an angle as in hand sewing. This is especially important when sewing delicate, sheer fabric.
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7. SINGER machines are built by SINGER from precision parts made by SINGER, not just assembled from parts purchased from various manufacturers. Thus, Singer quality is controlled from beginning to end.
8. Because parts are truly precision-made, a replacement never requires expensive 'filing and fitting'.
9. Singer parts and service are always available everywhere.
10. The broadest guarantee in the industry, covering motor as well as machine, and backed by the most dependable company in the industry. The same company makes, sells and guarantees the machine.
11. Maximum resale value.
12. Competent instruction in the care and use of the machine.
13. SINGER sewing machines are used in over 90% of all schools and colleges in North America.
14. Continuity of manufacture. Singer factories will always be making SINGER sewing machines. Some factories making competitive sewing machines may suddenly switch to other products.
15. SINGER machines have a hand-rubbed, electrostatic, jewel-like finish (glareproof) that lasts for years, and years and years.
16. Most SINGER machines have a convenient "drop-in-top" bobbin. No lost or broken bobbin cases, pinched fingers or awkward bobbin case manipulation.
17. Micro-stitch length control.
18. Calibrated single turn tension dial.
19. Full range speed control from a crawl to top speed. Like a modern car, it requires no shifting for low or high speeds.
20. SINGER light — rated outstanding by independent testing laboratories.
21. 110 years of specialized and dedicated skill and experience.
22. SINGER machines operate "like new" for years and they cost far less to own than any other make regardless of their *initial* cost.

15577

PRINTED IN U.S.A.

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22. SINGER machines operate "like new" for years and they cost far less to own than any other make regardless of their *initial* cost.

CONCLUSION Each of us will be supplied with this overwhelming checklist of facts to use in product salesmanship, for insertion in our FASHIONOMICS binder. At our next meeting, everyone will be asked to list these facts from memory. Let's see who can do the best job and let's resolve that from here on in we will be just as effective in our product salesmanship as we are in our creative and persuasive salesmanship.

[fols. 5599-5600] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 172

Production and Sales in the United States of Singer Household Sewing Machines for the Years 1947 Through 1959

Year	Production	Sales
1947	349,932	291,515
1948	438,370	359,121
1949	275,858	379,156
1950	588,559	530,288
1951	528,035	496,278
1952	503,975	519,760
1953	477,454	510,220
1954	444,486	584,740
1955	561,299	587,462
1956	534,981	570,843
1957	330,333	507,417
1958	321,818	517,524
1959	365,074	584,295

[fol. 5601] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 173

150. Exhibits S-432 to S-500 are true copies of genuine original advertisements which respectively appeared in the mail order catalog listed below, which catalog was distributed in the United States to the public during the period set forth opposite the Exhibit number:

S-432	Wards	Fall-Winter 1960
S-433	Wards	Fall-Winter1960
S-434	Wards	Spring-Summer 1960
S-435	Wards	Spring-Summer 1960
S-436	Wards	Fall-Winter 1959
S-437	Wards	Fall-Winter 1959
S-438	Wards	Spring-Summer 1959
S-439	Wards	Spring-Summer 1959
S-440	Wards	Fall-Winter 1958
S-441	Wards	Fall-Winter 1958
S-442	Wards	Spring-Summer 1958
S-443	Wards	Spring-Summer 1958
S-444	Wards	Fall-Winter 1957
S-445	Wards	Fall-Winter 1957
S-446	Wards	Spring-Summer 1957
S-447	Wards	Spring-Summer 1957
S-448	Sears	Fall-Winter 1960
S-449	Sears	Fall-Winter 1960
S-450	Sears	Fall-Winter 1960
S-451	Sears	Fall-Winter 1960
S-452	Sears	Spring-Summer 1960
S-453	Sears	Spring-Summer 1960
S-454	Sears	Spring-Summer 1960
S-455	Sears	Spring-Summer 1960
S-456	Sears	Fall-Winter 1959
S-456A	Sears	Fall-Winter 1959

[fol. 5602]

S-457	Sears	Fall-Winter 1959
S-458	Sears	Fall-Winter 1959
S-459A	Sears	Spring-Summer 1959
S-459	Sears	Spring-Summer 1959
S-460	Sears	Spring-Summer 1959
S-461	Sears	Spring-Summer 1959
S-462	Sears	Fall-Winter 1958
S-463	Sears	Fall-Winter 1958
S-464	Sears	Fall-Winter 1958
S-465	Sears	Spring-Summer 1958
S-466	Sears	Spring-Summer 1958
S-467	Sears	Spring-Summer 1958
S-468	Sears	Fall-Winter 1957
S-469	Sears	Fall-Winter 1957
S-470	Sears	Fall-Winter 1957
S-471	Sears	Spring-Summer 1957
S-472	Sears	Spring-Summer 1957
S-473	Sears	Spring-Summer 1957
S-474	Spiegels	Fall-Winter 1960
S-475	Spiegels	Fall-Winter 1960

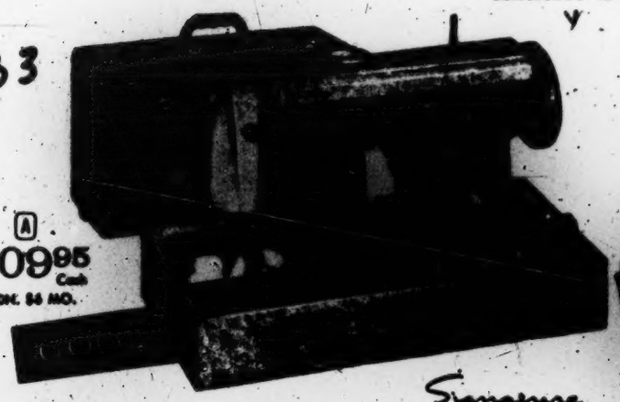
S–477A	Spiegels	Fall-Winter 1959
S–478A	Spiegels	Fall-Winter 1959
S–478	Spiegels	Spring-Summer 1959
S–479	Spiegels	Spring-Summer 1959
S–480	Spiegels	Fall-Winter 1958
S–481	Spiegels	Fall-Winter 1958
S–484	Spiegels	Spring-Summer 1957
S–485	Spiegels	Spring-Summer 1957
S–486	Aldens	Fall-Winter 1960
S–487	Aldens	Fall-Winter 1960

[fols. 5603-5604]

S–490	Aldens	Fall-Winter 1959
S–491	Aldens	Fall-Winter 1959
S–492	Aldens	Spring-Summer 1959
S–493	Aldens	Spring-Summer 1959
S–494	Aldens	Fall-Winter 1958
S–495	Aldens	Fall-Winter 1958
S–496	Aldens	Spring-Summer 1958
S–496A	Aldens	Spring-Summer 1958
S–497	Aldens	Fall-Winter 1957
S–498	Aldens	Fall-Winter 1957
S–499	Aldens	Spring-Summer 1957
S–499A	Aldens	Spring-Summer 1957
S–500	Aldens	Spring-Summer 1957

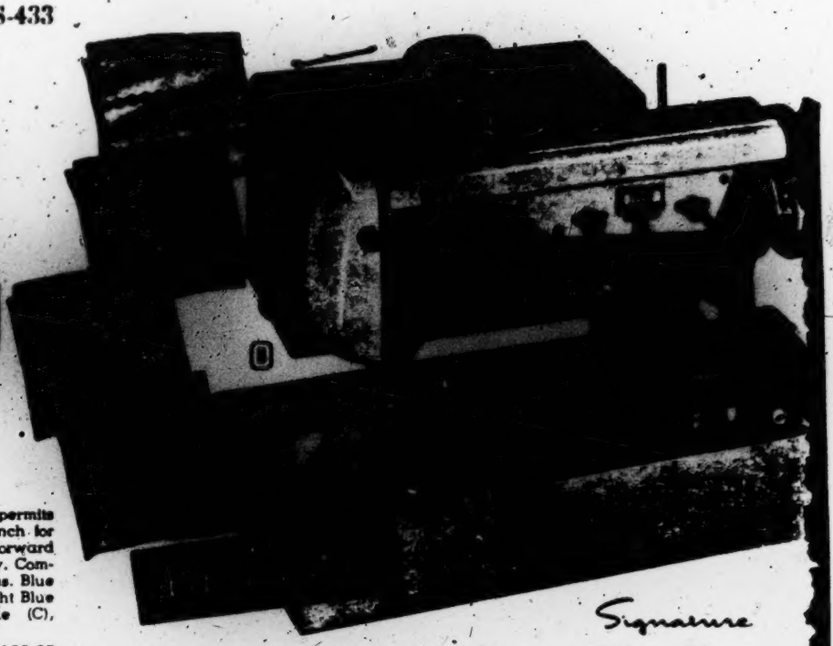
EXHIBIT S-433

5-433



(A) $109.95 Cash
$5 DN. $6 MO.

Signature



Signature

Automatic 8-Cam Zig-Zag

(A) **Fully Automatic 8-Cam Zig-Zag for Only $109.95!** Gives a truly remarkable performance for this low price.

Make Thousands of Fancy Stitches, blind hem, mend, darn, sew on buttons and lace, make buttonholes, applique, embroider—all these without using a single attachment. So simple, so easy to operate.

Simply Drop One of the 8 Cams on the Spindle and sew. Each cam is marked with its own distinctive design to help start its pattern at the beginning. Performs all-important straight-sewing too, with really professional-looking results.

Has All Features Described in Panel Below, plus built-in light with off/on switch to light your work, thread cutter, variable speed foot control. Handy stitch control permits adjustment from 6 to 36 stitches per inch for infinite variety. Handy lever controls forward and reverse—makes backtacking easy. Complete with accessory kit and instructions. Blue enamel head—chrome-plated trim; Light Blue Pyroxylin-covered carrying case like (C), opposite page.

85 C 1989 R—Ship. wt. 47 lbs. . . . Cash **$109.95**

Deluxe Manual Zig-Zag for the price of many straight-stitch machines, Like (A), except zig-zag stitching is controlled manually by a lever conveniently located on front of machine. Accessories, case like (C).

85 C 1789 R—Wt. 46 lbs. $5 Mo. . . . Cash **$84.95**

All Machines by Pct., Tel., or Exp. unless Mail is stated. UL-appr. 110-120-V. AC.-DC.

Automatic 16-Cam Zig-Zag

$129.95 $5 DOWN, $7 MONTHLY

(B) **Here It Is . . . Only $129.95!** Finest medium priced automatic zig-zag we know of. Compare feature for feature.

Each Magic-Jewel Cam has its own distinctive design—each engineered to start pattern at the beginning, not in the middle. No "trial-test" on separate material; just drop on your pattern cam and sew.

All Features Listed Below PLUS Built-in light with on/off switch; snap-lock darner release; thread cutter, snap-out race; rotary-link take-up is easy to thread, lessens noise and vibration.

Push-Button Reverse Feed for instant, easy back-tacking. Pushbutton drop feed makes darning easy. Foot control.

Fine Straight Sewing, too. Blind hemming can scarcely be told from hand work. Overcasts edges perfectly, gives professional finish, protects seams from raveling.

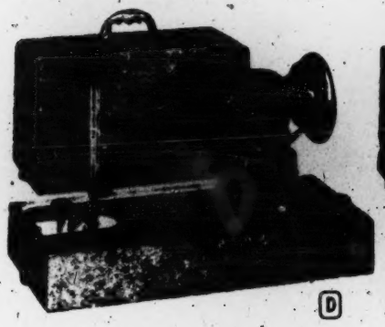
Thousands of Fancy Stitches Without Effort. Also darns; mends; makes buttonholes; sews on lace, piping and buttons; appliques and embroiders—all without attachment.

Enjoy Your New Machine as You Pay for It—with the money you save by making clothes for yourself and family; gifts for others; expensive looking table linens, curtains, etc. This machine can pay for itself in savings.

For a Few Dollars More a Month own this machine in a handsome cabinet, below.

Modern head, enameled in beautiful decorator Coral-Pink and Off-White. Two-tone Brown, lightweight Pyroxylin-covered case. Accessory Kit and instructions.

85 C 1780 R—Wt. 47 lbs. . . . . Cash **$129.95**



(D)

(E)

Straight Stitch . . . Full Size

$39.50 Head and Base
ONLY $4 MONTHLY

$59.95 Head, Base and Case
ONLY $5 MONTHLY

(D) **Has all features at right, plus many features of our higher priced models.** Forward-reverse control—back-tacks easily. Stitch control adjusts from 6 to 36 stitches per inch. Thread cutter on needle bar; snap-out race; snap-lock darner; variable-speed foot control.

So easy even a beginner can run it after a few minutes practice. Accessory kit included: bobbins, needles, screw drivers and oil can. Instructions. To further your sewing pleasure order attachments (M) (N) (P), facing page.

Same head in a handsome Console or Desk sold below—at unusually low prices and only a few dollars more a month. Head finished in glossy Black porcelain enamel with triple-plated chrome trim on Light-Blue base. Ship. wt. 39 lbs. *Mailable.*

85 C 1018 YO—$4 Down, $4 Mo. . . . Cash **$39.50**

(D) With Carrying Case Like (C). $5 Down.

85 C 1118 YO—Ship. wt. 44 lbs. . . . . Cash **$59.95**

(E) **New, Modern Design in a Low-Priced Straight Stitch Machine.** This deluxe unit will perform smoothly, easily for the beginner as well as the experienced woman who wants a straight-stitch machine. Designed to perform all the functions of machine at left with greater ease.

Add to Your Sewing Pleasure, Productivity with accessories (M) (N) and (P), sold on opposite page. Has all features described in panel at right.

For Only a Few Dollars More Per Month you can own this beautiful sewing head complete with one of the handsome cabinets sold in the ordering table, below. Choose from four elegant cabinet styles, three hardwood finishes.

Accessory Kit Includes: Bobbins, needles, screw drivers, oil can and instructions. Head finished in attractive Beige and Tan with triple-plated chrome trim—matching carrying case covered with Pyroxylin. Wt. 45 lbs.

85 C 1717 MO—*Mailable*. . . . . Cash **$59.95**

Signature Does

YOU DO THE CREATING . . .

ALL WARDS MACHINES HAVE

AUTOMATIC BOBBIN WINDER winds thread evenly, disengages when bobbin is full.

HINGED PRESSER FOOT floats over pins and heavy fabrics—eliminates tedious basting.

ROUND BOBBIN ACTION is smooth, fast and quiet. Bobbin is easily refilled, threaded and replaced.

Make Thousands of Fancy Stitches, blind hem, mend, darn, sew on buttons and lace, make buttonholes, applique, embroider—all these without using a single attachment. So simple, so easy to operate.

Simply Drop One of the 8 Cams on the Spindle and sew. Each cam is marked with its own distinctive design to help start its pattern at the beginning. Performs all-important straight-sewing too, with really professional-looking results.

Has All Features Described in Panel Below plus built-in light with off/on switch to light your work, thread cutter, variable and reverse—makes buttonholes, darns, plete with accessory kit and instructions. Blue enamel head—chrome-plated trim; Light Blue Pyroxylin-covered carrying case like (C), opposite page.

85 C 1989 R—Ship. wt. 47 lbs....Cash **$109.95**

Deluxe Manual Zig-Zag for the price of many straight-stitch machines. Like (A), except zig-zag stitching is controlled manually by a lever conveniently located on front of machine. Accessories, case like (C).

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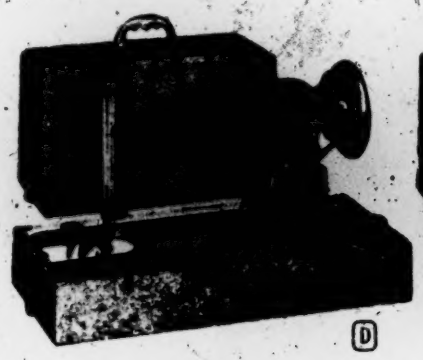
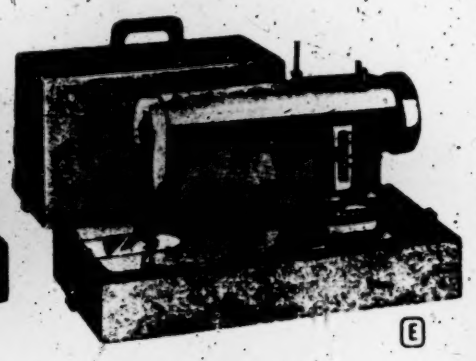


(D)



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Straight Stitch . . . Full Size

$39.50 Head and Base — ONLY $4 MONTHLY

$59.95 Head, Base and Case — ONLY $5 MONTHLY

(D) **Has all features at right, plus many features of our higher priced models.** Forward-reverse control—back-tacks easily. Stitch control adjusts from 6 to 36 stitches per inch. Thread cutter on needle bar; snap-out race; snap-lock darner; variable-speed foot control.

So easy even a beginner can run it after a few minutes practice. Accessory kit included: bobbins, needles, screw drivers and oil can. Instructions. To further your sewing pleasure order attachments (M) (N) (P), facing page.

Same head in a handsome Console or Desk sold below—at unusually low prices and only a few dollars more a month. Head finished in glossy Black porcelain enamel with triple-plated chrome trim on Light-Blue base. Ship. wt. 39 lbs. *Mailable.*

85 C 1018 YO—$4 Down, $4 Mo....Cash **$39.80**

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85 C 1118 YO—Ship. wt. 44 lbs.....Cash **$59.95**

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Accessory Kit Includes: Bobbins, needles, screw drivers, oil can and instructions. Head finished in attractive Beige and Tan with triple-plated chrome trim—matching carrying case covered with Pyroxylin. Wt. 45 lbs.

85 C 1717 MO—*Mailable*.....Cash **$59.95**

BETTER

Signature

Automatic 16-Cam Zig-Zag

$129.95 $5 DOWN, $7 MONTHLY

(B) **Here It Is . . . Only $129.95!** Finest medium priced automatic zig-zag we know of. Compare feature for feature.

Each Magic Jewel Cam has its own distinctive design—each engineered to start pattern at the beginning, not in the middle. No "trial-test" on separate material; just drop on your pattern cam and sew.

All Features Listed Below PLUS Built-in light with on/off switch; snap-lock darner release; thread cutter, snap-out race; rotary-link take-up is easy to thread, lessens noise and vibration.

Push-Button Reverse Feed for instant, easy back-tacking. Pushbutton drop feed makes darning easy. Foot control.

Fine Straight Sewing, too. Blind hemming can scarcely be told from hand work. Overcasts edges perfectly, gives professional finish, protects seams from raveling.

Thousands of Fancy Stitches Without Effort. Also darns; mends; makes buttonholes; sews on lace, piping and buttons; appliques and embroiders—all without attachment.

Enjoy Your New Machine as You Pay for It—with the money you save by making clothes for yourself and family; gifts for others; expensive looking table linens, curtains, etc. This machine can pay for itself in savings.

For a Few Dollars More a Month own this machine in a handsome cabinet, below.

Modern head, enameled in beautiful decorator Coral-Pink and Off-White. Two-tone Brown; lightweight Pyroxylin-covered case. Accessory Kit and instructions.

85 C 1780 R—Wt. 47 lbs.....Cash **$129.95**

Signature Does

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ALL WARDS MACHINES HAVE

AUTOMATIC BOBBIN WINDER winds thread evenly, disengages when bobbin is full.

HINGED PRESSER FOOT floats over pins and heavy fabrics—eliminates tedious basting.

ROUND BOBBIN ACTION is smooth, fast and quiet. Bobbin is easily refilled, threaded and replaced.

BUY WISELY—BUY AT WARDS . . . SATISFACTION

Four Fine Furniture Sewing Cabinets of Real Wood . . .

(F) TO (L) **Only A Little More Each Month** buys any of the sewing heads described above complete with a fine real wood cabinet.

Ward Cabinets Are Built Solid with genuine hardwood veneers of your choice. They are delivered to you completely assembled—legs firmly attached—no "screw-ins."

Top Folds Out to form large, convenient worktable on all models except (F), which has 40-in. width and performs triple duty as vanity, desk and sewing console. 19½x24½-in. mirror available to complete vanity ensemble—see chart. All models include variable-speed knee control, leaving both hands free to guide fabrics.

(H) 360° Swivel Chair. Black tubular steel. White, Black, Gold Duran padded seat. 18 in. high. Ship. wt. 11 lbs.

85 C 607—*Mailable*....$6.95

Cabinet Type	Catalog No.	Machine	Ship. wt.	Dn.	Mo.	Cash
(F) Vanity Desk Console. 17x40x29 in. high. 2 spacious drawers. Desk pad included. *State Finish:* Mahogany, Walnut or Blond.	85 C 4718R	(D)	78 lbs.	$5	$5	899.95
	85 C 4717R	(E)	80 lbs.	5	6	109.95
	85 C 4779R	(A) Manual	81 lbs.	5	7	134.95
	85 C 4789R	(A) Automatic	82 lbs.	5	8	159.95
	85 C 4780R	(B)	82 lbs.	5	9.50	179.95
	85 C 4728R	(C)	82 lbs.	10	10.50	209.95
(G) Mirror for (F).	85 C 650R *State Finish:* Mah., Wal. Bind, Wt. 17 lbs.					14.95
(J) Console Styling. 17x22x30½ in. high. Top opens to 44 in. *State Finish:* Mahogany or Walnut.	85 C 4618R	(D)	62 lbs.	5	5	89.95
	85 C 4617R	(E)	64 lbs.	5	5	79.95
	85 C 4679R	(A) Manual	65 lbs.	5	6	104.95
	85 C 4689R	(A) Automatic	66 lbs.	5	7	129.95
	85 C 4680R	(B)	66 lbs.	5	7	149.95
	85 C 4628R	(C)	66 lbs.	5	9.50	184.95
(K) Modern, 2 Drawer Kneehole Desk. 17x29¼x30½ in. high. Top opens to 48¼ in. Recessed hand grips. *State Finish:* Mahogany, Walnut or Blond.	85 C 4518R	(D)	87 lbs.	5	6	119.95
	85 C 4517R	(E)	89 lbs.	5	7	129.95
	85 C 4579R	(A) Manual	90 lbs.	5	8	154.95
	85 C 4589R	(A) Automatic	91 lbs.	5	9.50	179.95
	85 C 4580R	(B)	91 lbs.	5	10	189.95
	85 C 4528R	(C)	91 lbs.	10	11.50	224.95
(L) Traditional Console. 17¾x22x30½ in. high. Top opens to 44 in. Hinged storage door with plastic tray. *State Finish:* Mahogany, Walnut or Blond.	85 C 4218R	(D)	65 lbs.	5	5	79.95
	85 C 4217R	(E)	67 lbs.	5	5	89.95
	85 C 4279R	(A) Manual	68 lbs.	5	6	114.95
	85 C 4289R	(A) Automatic	69 lbs.	5	7	139.95
	85 C 4280R	(B)	69 lbs.	5	8	159.95
	85 C 4228R	(C)	69 lbs.	5	10	194.95

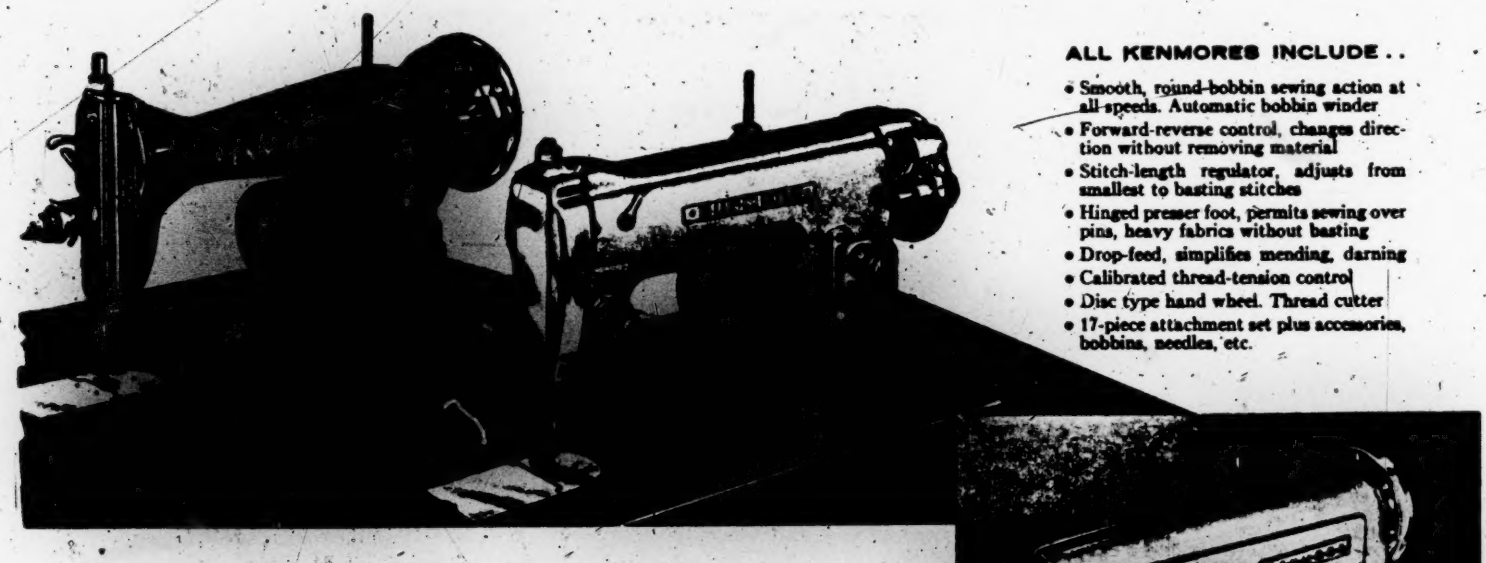
EXHIBIT S-452

5-452

and more with a Kenmore Sewing Machine

Pleating · Attaching lace · Attaching braid · Attaching zippers · Quilting · Cording · Darning

Do all this quickly, professionally, easily at no extra cost!



ALL KENMORES INCLUDE . .

- Smooth, round-bobbin sewing action at all speeds. Automatic bobbin winder
- Forward-reverse control, changes direction without removing material
- Stitch-length regulator, adjusts from smallest to basting stitches
- Hinged presser foot, permits sewing over pins, heavy fabrics without basting
- Drop-feed, simplifies mending, darning
- Calibrated thread-tension control
- Disc type hand wheel. Thread cutter
- 17-piece attachment set plus accessories, bobbins, needles, etc.

Kenmore Straight-stitch Sewing Machines

Head with Wood Base **$39.95** Low as $4.00 down

Head with Carrying Case **$67.50** Only $5 down

Model A. Don't do without a sewing machine when you can get one backed and guaranteed by Sears at so low a price. So easy to use, even a beginner can sew, darn and do backtacking after just a few minutes practice. Sews a strong double lockstitch both forward and reverse. Includes features described above at right. Black enamel finish with chrome-plated trim. *$5 monthly on Sears Special Easy Terms for appliances.*

20 K 2001K2—Sewing Head with fabric-covered Wood Base. Shpg. wt. 39 lbs. $39.95

20 K 2002L2—Sewing Head with Carrying Case and attachable light. Shpg. wt. 45 lbs. $49.95

20 K 2700N2—Sewing Head with Cabinet 1 (see page 863). *State blonde or mahogany finish.* Shipping weight 66 pounds $69.95

20 K 2703N2—Sewing Head with Cabinet 2 (see page 863). *State blonde or mahogany finish.* Shipping weight 86 pounds $99.95

Model B. Features link thread take-up for greater smoothness and speed of operation. Modern styling. Includes all features described above at right plus built-in light, 2 spool pins (1 retractable for winding bobbin without unthreading machine) and seam guide. Blue enamel finish with chrome-plated trim. *Low as $5 per month.*

20 K 2005L2—Sewing Head with Carrying Case. Shipping weight 51 pounds $67.50

20 K 2710N2—Head with Cabinet 1 (page 863). *State blonde or mahogany finish.* Wt. 75 lbs. $87.50

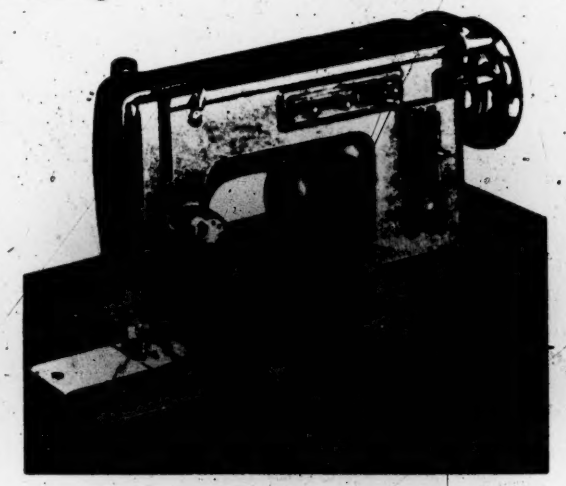
20 K 2720N2—Head with Cabinet 2 (page 863). *State blonde or mahogany finish.* Wt. 84 lbs. $117.50

20 K 2800N2—Sewing Head with Cabinet 3 (page 863). *State mahogany, walnut, limed oak or fruitwood (lt. brown) veneer.* Shpg. wt. 84 lbs. $117.50

20 K 2810N2—Sewing Head with Cabinet 4 (page 863). *State mahogany, walnut, limed oak or fruitwood (lt. brown) veneer.* Shpg. wt. 121 lbs. $172.50

Zig-zag plus Straight-stitching

Head with Carrying Case **$84.95** Only $5 dn.



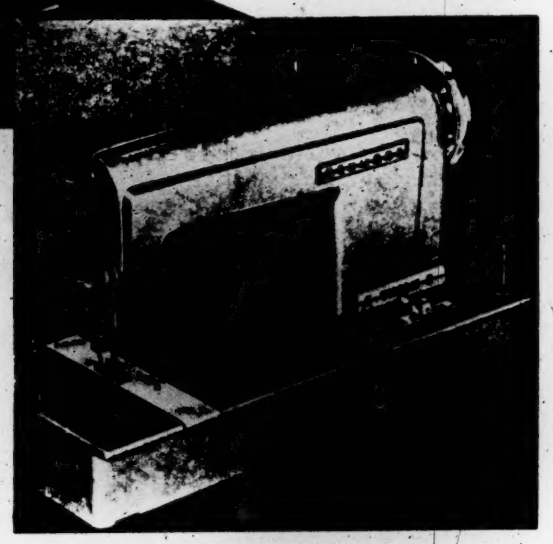
Model C. Will sew an almost unlimited variety of beautiful decorative stitches as well as straight-stitching. Hand lever swings needle, stitch regulator varies the patterns. You're limited only by the amount you practice and the skill you wish to acquire.

Sews lace edges, monograms and applique stitches and does backtacking, too. Even sews on buttons. Includes features described at upper right-hand corner of page. Blue enamel finish with chrome-plated trim. *Low as $5 per month.*

20 K 2006L2—Head with Carrying Case. Shpg. wt. 52 lbs. $84.95

20 K 2701N2—Head with Cabinet 1 (see page 863). *State blonde or mahogany finish.* Shpg. wt. 74 lbs. $104.95

20 K 2704N2—Head with Cabinet 2 (see page 863). *State blonde or mahogany finish.* Shpg. wt. 93 lbs. $134.95



Light, sturdy aluminum, weighs only 17½ pounds!

$119.95 Only $5 down

Model J. Lightweight for carrying ease, rugged cast aluminum for durability. Full rotary jam-proof shuttle for smoothest, uninterrupted sewing action, forward or reverse.

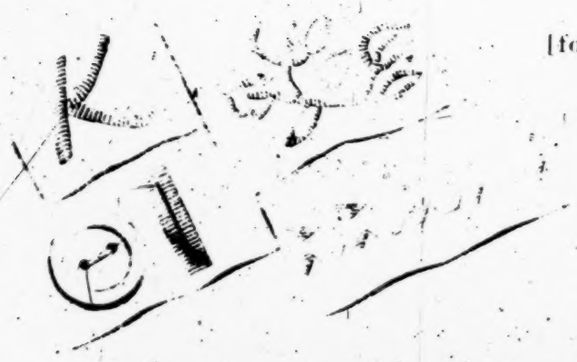
Includes all features at top of page *plus:* built-in carbon pile knee control (permits sewing at any speed), simplified one-hand threading, calibrated seam guide, lever-controlled bobbin winder, large hand hole opening for easy bobbin access, stitch length selector, built-in motor, built-in light, enclosed base. Bronze and desert sand enameled finish. Cocoa tan plastic coated carrying case. Made in U.S.A. *Only $6 monthly on Easy Terms*

20 K 2009L2—Shipping weight 30 pounds $119.95

SPECIAL NOTE

All KENMORE sewing machines are imported from Japan unless otherwise stated. All are for 110-120-volt, 60-cycle AC or DC, and include instruction manual. All cabinet models are shipped partially assembled via freight (rail or truck) or express.

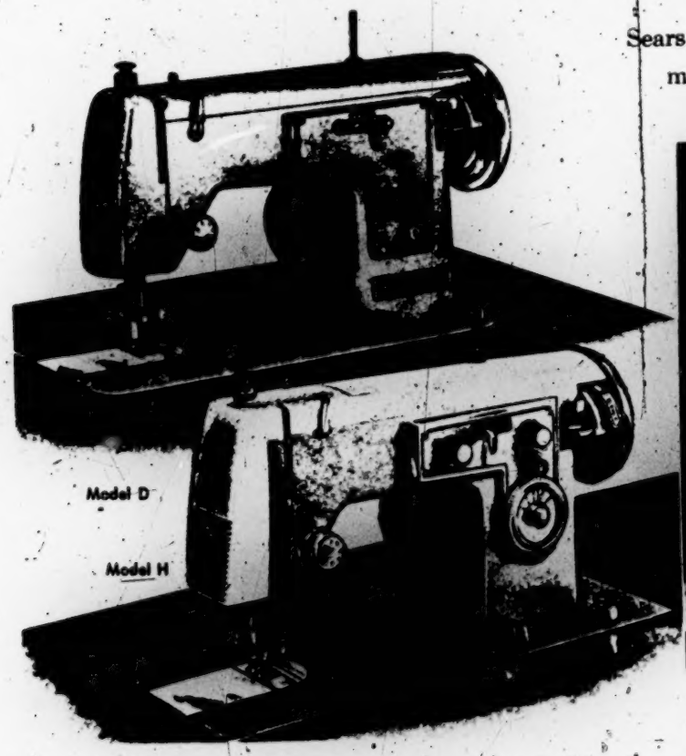
1574

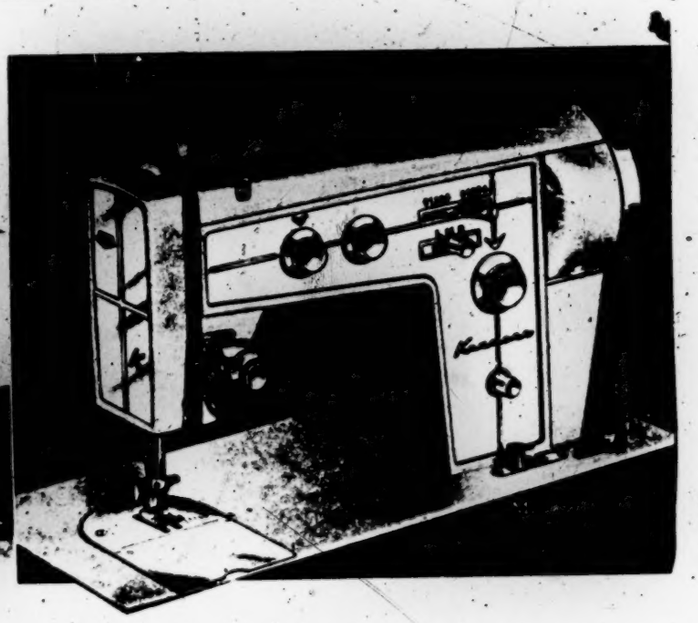


Fashion details at your fingertips

Kenmore Automatic Zig-zag Sewing Machines

Sears has a full selection of the finest American-made and fine imported sewing machines





8 discs produce variety of decorative stitches

Head with Carrying Case **$109.95** Only $5 down

Model D. If you can thread a needle, you can do beautiful decorative stitching with this precision Kenmore automatic zig zag machine. All you do is slip in one of the discs and guide the fabric. You can also do appliques, monograms, scallops, blind hems, sew on buttons or make buttonholes, darn, mend, overcast raw seams or do superb straight stitching.

Includes all features described at top of preceding page plus: stitch width regulator (allows for many variations of basic pattern); calibrated seam guide in needle plate for easy measuring of hems etc.; concealed built-in light. Green enamel finish, chrome-plated trim. *Low as $6 monthly on Sears Special Easy Terms.*

20 K 2007L2—Sewing Head with Carrying Case. Shipping weight 56 pounds $109.95

20 K 2702N2—Sewing Head with Cabinet 1 (opposite page). *State blonde or mahogany finish.* Shipping weight 79 pounds $129.95

20 K 2705N2—Sewing Head with Cabinet 2 (opposite page). *State blonde or mahogany finish.* Shipping weight 100 pounds $159.95

16 discs, plus handy push-button control

Head with Carrying Case **$129.95** Low as $5 down

Model H. Twice as many discs as model at left give you twice as many basic stitches and you can vary each by simply dialing a different length and width (64 variations shown in guide booklet and that's only the beginning). Has all features of model at left plus push-button reverse, dial-type stitch length control, locking stitch-width control. Deep coral and beige finish, chrome-plated trim.

20 K 2008L2—Sewing Head with Carrying Case. Shipping weight 53 pounds $129.95

20 K 2713N2—Sewing Head with Cabinet 1 (opposite page). *State blonde or mahogany finish.* Shipping weight 75 pounds $149.95

20 K 2719N2—Sewing Head with Cabinet 2 (opposite page). *State blonde or mahogany finish.* Shipping weight 92 pounds $179.95

20 K 2809N2—Sewing Head with Cabinet 3 (opposite page). *State walnut, mahogany limed oak, fruitwood veneer.* Shpg. wt. 87 lbs. $179.95

20 K 2813N2—Sewing Head with Cabinet 4 (opposite page). *State walnut, mahogany, limed oak, fruitwood veneer.* Shpg. wt. 126 lbs. $234.95

30 discs, plus stitch expander, 3-position single and double-needle

Head with Carrying Case **$189.95** Low as $5 down

Model F. An almost infinite number of stitches in one or two colors! 30 basic stitches can be varied by (1) Setting the 3-position needle to center the design or swing it to right or left (2) Sewing twin needle patterns in one or two colors (3) Doubling size of pattern with the stitch expander (stitch does not thin out). Switches quickly to straight stitching, too. Includes built-in motor; concealed bobbin winder; adjustable drive belt tension control; calibrated foot tension control and darning release (for materials of varying thicknesses); drop feed control. Driftwood and desert beige finish with chrome plated trim.

20 K 2012L2—Sewing Head with Carrying Case. Shipping weight 60 pounds. $189.95

20 K 2716N2—Sewing Head with Cabinet 1 (opposite page). *State blonde or mahogany finish.* Shpg. wt. 83 lbs. $209.95

20 K 2726N2—Sewing Head with Cabinet 2 (opposite page). *State blonde or mahogany finish.* Shpg. wt. 102 lbs. $239.95

20 K 2806N2—Sewing Head with Cabinet 3 (opposite page). *State walnut, mahogany, limed oak or fruitwood (light brown) veneer.* Shipping weight 96 pounds $239.95

20 K 2816N2—Sewing Head with Cabinet 4 (opposite page). *State walnut, mahogany, limed oak or fruitwood (light brown) veneer.* Shipping weight 132 pounds $294.95

FREE! Ask at your Catalog Sales Office or send a postcard for our folder with some of the many beautiful stitches you can sew with a KENMORE zig-zag machine. Write Sears, Dept. 139. Ask for folder 6722K.

SPECIAL NOTE. All KENMORE Machines on these two pages include all of the features and attachments described at the top of the preceding page. All are for 110-120 volt, 60-cycle AC or DC and are imported from Japan unless otherwise stated.

SHIPPING NOTE: All cabinet sewing machines shipped partially assembled by freight (rail or truck) or express from mail order house

1525

[fols. 5579-5580] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 170

Annual Report for the Year Ending December 31, 1957

. . . . . .

[fols. 5581-5598] White Sewing Machine Corporation
Cleveland 11, Ohio

Since 1876

March 28, 1958

To the Stockholders of White Sewing Machine Corporation:

. . . . . .

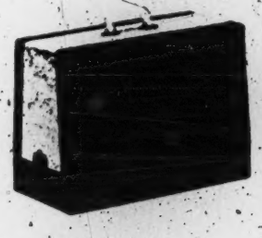
Both White and Sears, Roebuck and Company had been fighting a side by side but losing battle over the past five or six years in trying to sell White's lines of fine, though necessarily more costly, U.S.A.-made sewing machines in competition with foreign-built imports. When Sears left our side to pursue the import route, it was obvious that White had no chance of supporting its sewing machine manufacturing facilities on a volume suddenly reduced nearly in half. In this situation, management decided to have our line of sewing machines built for us in Japan and Germany, and to dispose of our principal sewing machine manufacturing facilities. This decision was based upon the conviction that it offered the most logical and quickest route to profitable operations and increased sales in the sewing machine division.

. . . . . .

EXHIBIT S-474

S-474

SEW EASIER, SEW BETTER WITH Vogue Stitch



Portable Models with Case

Each of the 5 fine quality sewing machines on these pages comes complete with its own easy-to-carry, dustproof luggage case.
Leather-like covers—washable, scuff-resistant. Cases are easy to care for, stay new looking . . . help protect your new sewing machine from dust, dirt, mars.
Cases match sewing machine finish—perfect companion for the machine of your choice. All have sturdy handles, snap locks.

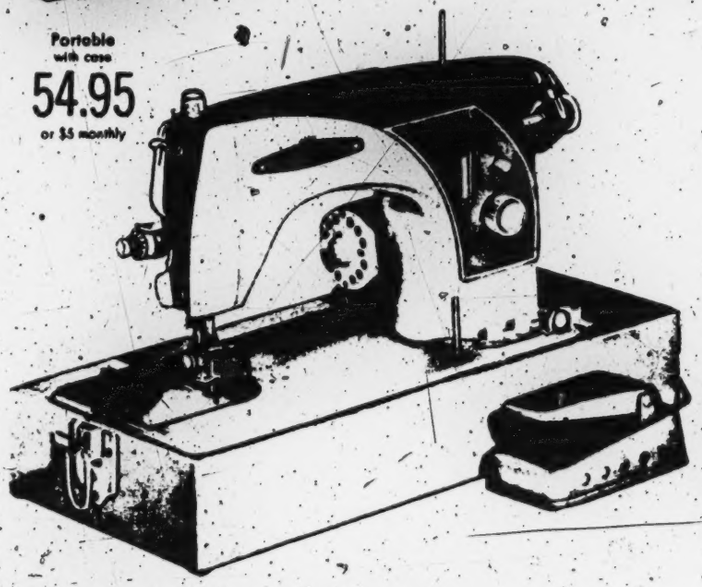
Veneered, Hand Polished Console Models

Combine sewing machines A thru D with any of the 3 handsome cabinets shown below. The cost is small, and you have a fine cabinet of lasting beauty—one which will serve as a handsome lamp table—one which will stand proudly beside your nicest furniture.
Each cabinet is carefully crafted of select 5-ply veneered hardwood . . . hand rubbed and polished to a lustrous finish. Choose from Modern, Traditional or Scandinavian influenced styles . . . in choice of finish to blend beautifully with your decorating scheme.

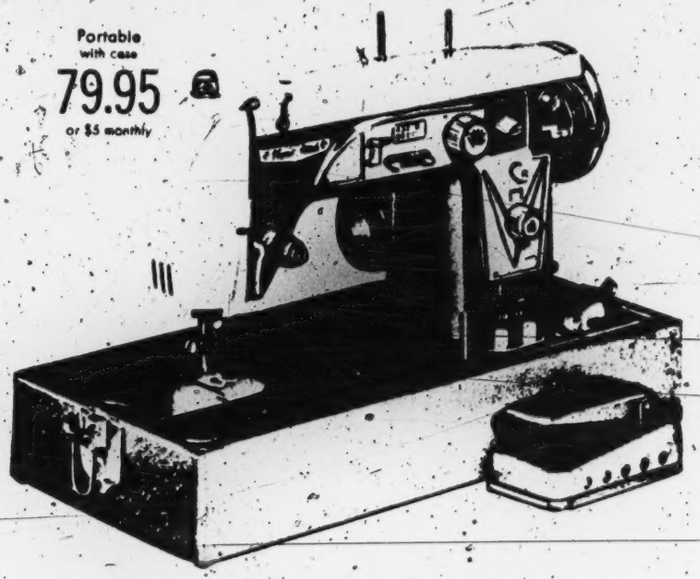
Complete Parts and Service

Parts list included with every sewing machine on these pages. Repair parts are always available . . . see page 646 for "How to Order" information. For additional information or service write "Spiegel, Inc., Department 156." You will receive prompt, courteous service. All sewing machines guaranteed (see right).
Also included with every sewing machine: informative, generous, illustrated booklet with many tips to help you sew easier, better.

Portable
with case
54.95
or $5 monthly



Portable
with case
79.95
or $5 monthly



Vogue Stitch Full Size Head Sewing Machine—Low Cost

A

- Save $12.00—same quality sells to $66.95 elsewhere
- Push a button for drop feed, forward or reverse sewing
- Built-in sewing light, 14-piece accessory set included

Streamlined round bobbin Vogue Stitch sewing machine gives you fine quality performance, yet the price is extremely low!
Sews a tight, uniform double lockstitch, has stitch length and thread tension regulators. Hinged presser foot floats over pins and seams—no basting! Bobbin winder trips off automatically when bobbin is full. Attachments adapt machine for many tasks.
Air cooled universal motor powers smooth running bobbin mechanism. Cast iron head finished in baked enamel with chrome plated fittings. Cast iron and steel working parts.
Needles, bobbin available. Information packed booklet included.

Portable with Machine (A) in matching leather-like case. Variable speed foot control included. 18x10x14 in. high.
H78 X 2722W. Mailable. (51 lbs.) . . . **54.95**

Economy Portable. Model (A) Machine as pictured above without case top, attachment set. Foot control included.
H78 X 2725W. Mailable. (50 lbs.) 48.95

Console with Machine (A). Sold in three cabinet styles below and on facing page.

Vogue Stitch Push Button Zig Zag Sewing Machine

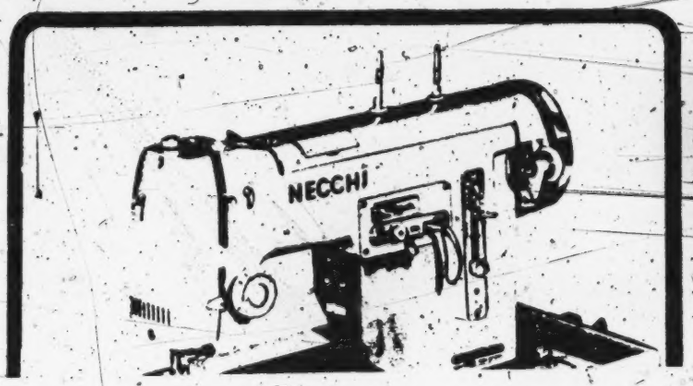
B

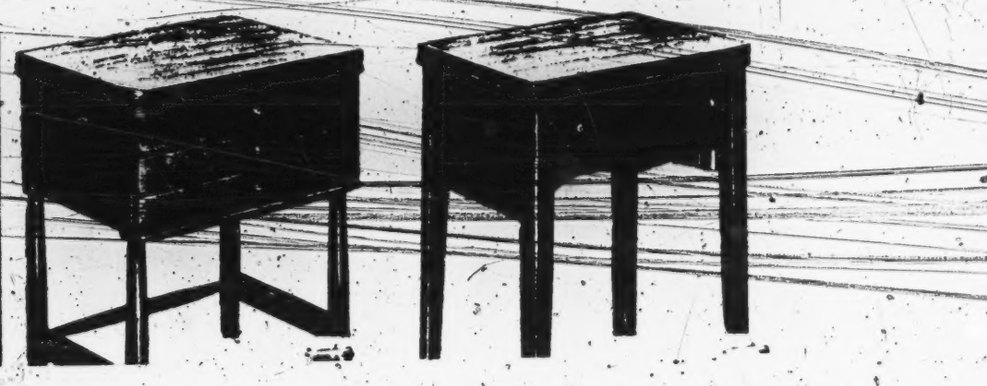
- Save $16.00—same quality machine costs $95.95 elsewhere
- Built-in blind stitch cam lets you cuff, hem so easily
- Pushbutton forward reverse, drop feed—automatic bobbin

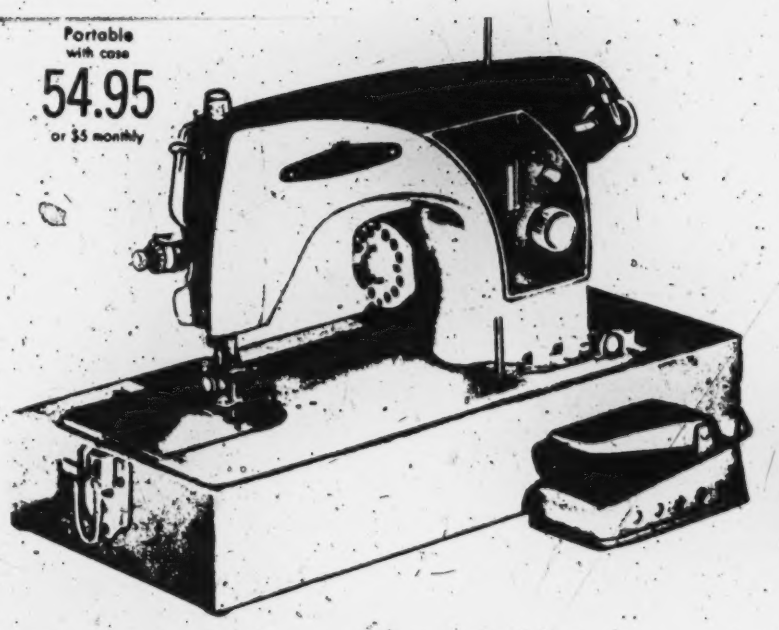
Better sewing, better savings in this wonderful new 1960 model! More features than ever before—automatic pushbutton lets you switch instantly between forward and reverse; push-button drop feed lets you mend and darn quickly and easily. Built-in blind stitch cam gives you hidden stitches.
Sew professionally without attachments. Sew buttons, buttonholes, monograms, tucks, pipes, patches, appliques do a wide variety of zig zag and fancy stitches. Accurate thread tension, stitch adjustment controls—sew straight and true every time. Hinged pressure foot lets you stitch over pins, thick seams, double thicknesses. Shuttle case, removes for easy thread clearing.
Handsomely enameled cast iron head has chrome plated controls and fittings. Light over sewing area. Sewing booklet included.

Portable with Machine (B) in matching leather-like case. Variable speed foot control included. 18x9x13 in. high.
H78 X 2794W. Mailable. (45 lbs.) . . . **79.95**

Console with Machine (B). Sold in three cabinet styles below, and on facing page.







Portable with case
54.95
or $5 monthly

Vogue Stitch Full Size Head Sewing Machine—Low Cost

A

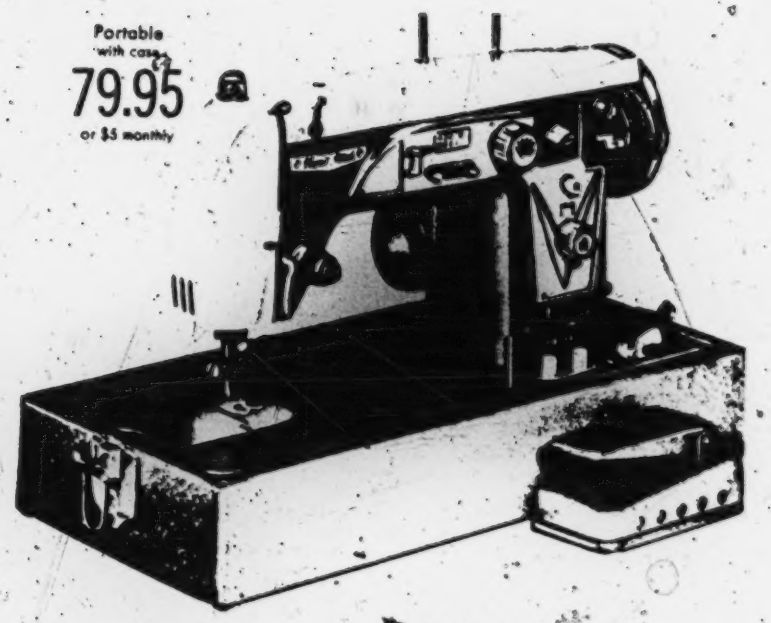
- Save $12.00—same quality sells to $66.95 elsewhere
- Push a button for drop feed, forward or reverse sewing
- Built-in sewing light, 14-piece accessory set included

Streamlined round bobbin Vogue Stitch sewing machine gives you fine quality performance, yet the price is extremely low!
Sews a tight, uniform double lockstitch, has stitch length and thread tension regulators. Hinged presser foot floats over pins and seams—no basting! Bobbin winder trips off automatically when bobbin is full. Attachments adapt machine for many tasks.
Air cooled universal motor powers smooth running bobbin mechanism. Cast iron head finished in baked enamel with chrome plated fittings. Cast iron and steel working parts. Needles, bobbin available. Information packed booklet included.

Portable with Machine (A) in matching leather-like case. Variable speed foot control included. 18x10x14 in. high.
H78 X 2722W. Mailable. (51 lbs.) . . . 54.95

Economy Portable. Model (A) Machine as pictured above without case top, attachment set. Foot control included.
H78 X 2725W. Mailable. (50 lbs.) 48.95

Console with Machine (A). Sold in three cabinet styles below and on facing page.



Portable with case
79.95
or $5 monthly

Vogue Stitch Push Button Zig Zag Sewing Machine

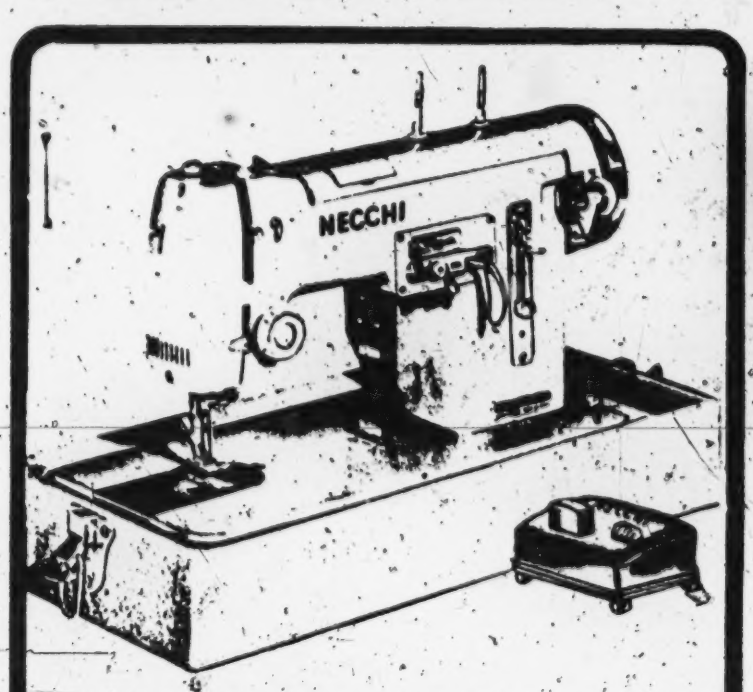
B

- Save $16.00—same quality machine costs $95.95 elsewhere
- Built-in blind stitch cam lets you cuff, hem so easily
- Pushbutton forward, reverse, drop feed—automatic bobbin

Better sewing, better savings on this wonderful new 1960 model! More features than ever before—automatic pushbutton lets you switch instantly between forward and reverse; push-button drop feed lets you mend and darn quickly and easily. Built-in blind stitch cam gives you hidden stitches.
Sew professionally without attachments. Sew buttons, buttonholes, monograms, tucks, pipes, patches, appliques, do a wide variety of zig zag and fancy stitches. Accurate thread tension, stitch adjustment controls—sew straight and true every time. Hinged pressure foot lets you stitch over pins, thick seams, double thicknesses. Shuttle case removes for easy thread clearing.
Handsomely enameled cast iron head has chrome plated controls and fittings. Light over sewing area. Sewing booklet included.

Portable with Machine (B) in matching leather-like case. Variable speed foot control included. 18x9x13 in. high.
H78 X 2794W. Mailable. (45 lbs.) . . . 79.95

Console with Machine (B). Sold in three cabinet styles below, and on facing page

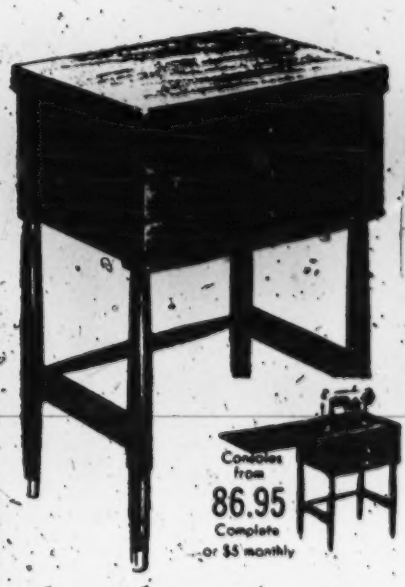


Necchi Twin Needle Automatic Zig Zag Machine

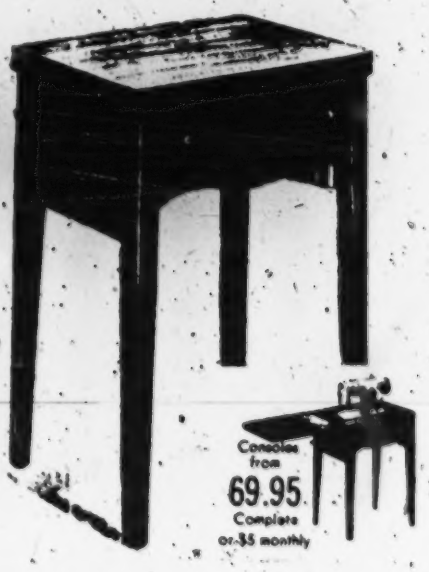
With Case
249.50
or $13 monthly

- 12 cams—sew hundreds of designs, automatically
- 3-color special-effect sewing . . . 3 needle positions
- Automatic needle threader . . . dial controls
- Adjust stitches for best results on any type fabric

The famous Necchi sewing machine from Italy—prized the world over for excellence, advanced design.
Twin needle, 3 color sewing for special decorating effects. Sew with 1, 2 or 3 thread colors. Use either 1 or 2 needles for all sewing jobs. 3 needle positions permit design to be centered or shifted to right or left—without stopping machine.
Simple controls let you sew monograms, embroidery, appliques, hemstitching, piping, button holes, buttons—hundreds of designs. Sews a tight double lockstitch forward or reverse at any speed. Hinged presser foot floats over pins—no basting! Stitch length and thread tension regulators let you adjust stitches for best results on any type of fabric.
Automatic bobbin winder; drop feed for darning or mending. Sewing light. Baked-on enameled cast iron head; bright plated fittings. Matching leather-like luggage case—washable, scuff-resistant. Informative sewing booklet included. Mailable.
H78 X 3662W. (53 lbs.) 249.50



Consoles from
86.95
Complete
or $5 monthly



Consoles from
69.95
Complete
or $5 monthly

Vogue Stitch Console Styled Sewing Machines—With Your Choice

SCANDIA MODERN CONSOLE . . . transitional styling reflects the popular Scandinavian influence . . . blends beautifully with all furniture.
Select 5 ply veneer on hardwood, polished and finished with 3 coats of lacquer, hand rubbed to a lasting lustre. Tapered hardwood legs. Built-in variable speed knee control. 18x23x31 in. high, top opens to convenient 45-in. workspace.
Easy to assemble. See descriptions of machines above, and facing page. Walnut, Mahogany or Limed Oak finish. State finish. Freight. (80 lbs.)

Console with Sewing Machine (A).
B78 X 2782W. $104.95 elsewhere 86.95

With Sewing Machine (B).
B78 X 2771W. $139.95 elsewhere 116.95

With Sewing Machine (C).
B78 X 2772W. $169.95 elsewhere 134.95

With Sewing Machine (D).
B78 X 2779W. $219.95 elsewhere 179.50

TRADITIONAL CONSOLE . . . same fine construction as found in more expensive models, yet priced to save you most. Ideal as extra table.
Built for lasting beauty. 5 ply veneered hardwood with lustrous 3-coat lacquer finish . . . carefully hand rubbed and polished to stand proudly beside your nicest furniture. Built-in variable speed knee control. 22x17x31 in. high; opens to 43 in. work space. Easy to assemble. See descriptions of sewing machines above and far right. Choice of Walnut or Mahogany finish. State finish. Freight. (78 lbs.)

With Sewing Machine (A).
B78 X 2791W. $84.95 elsewhere 69.95

With Sewing Machine (B).
B78 X 2795W. $120.95 elsewhere 99.95

With Sewing Machine (C).
B78 X 2762W. $142.95 elsewhere 119.95

With Sewing Machine (D).
B78 X 2777W. $192.95 elsewhere 159.50

Wonderful new improvements in Sewing Machines have made them better than ever! Order your new 1960 Model—on Budget Power.

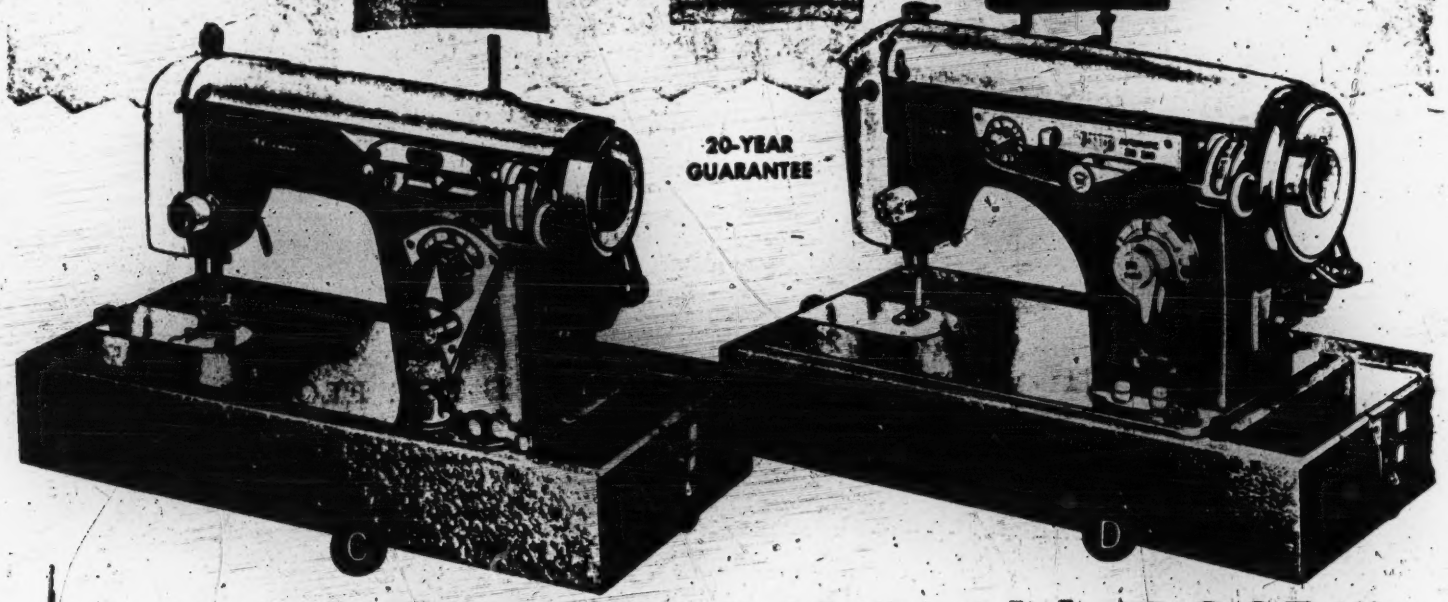
ONLY $3 DOWN BUYS SEWING MACHINE

ZIG-ZAGS *Does All These Better, Faster!*

Monograms Beautifully, Personalizes Dresses.

Zig-Zags Makes Many Intricate Designs

Appliques Lovely Flowers, Contrasting Trims . . . So Individual



20-YEAR GUARANTEE

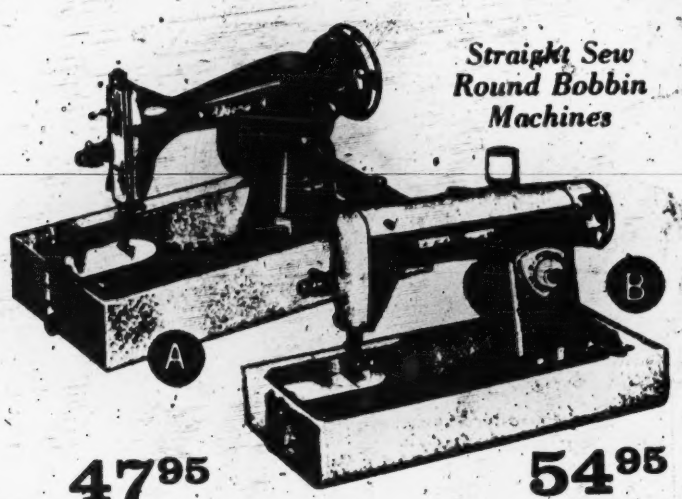
Semi-Automatic Zig-Zag Push-Button Reverse 79.95 3.00 Down

A new way to create beauty is open to you with this energetic semi-automatic 1-position zig-zag portable sewing machine. You'll be amazed at the sewing tasks it performs—in addition to straight sewing it will monogram, embroider, darn, sew on buttons, and make buttonholes. All you do is guide the lever—the machine does the rest in a really professional style! Other features include a push-button forward and reverse, automatic bobbin wind, pressure regulator, drop feed dial tension and sewing light; plus accessories and instructions. Machine is Blue enamel, with 2-tone carrying case. Guaranteed for 20 years. 110-120 volt, AC-DC. 41 N 4663R—Shipped freight or express. Shipping weight 53 lb. 79.95

Fully Automatic Zig-Zag 14 Built-in-Designers Discs 99.95 3.00 Down

No sewing task is too difficult for this fully automatic 1 position zig-zag portable sewing machine—you simply choose from 14 built-in discs to make beautiful designs—make buttonholes or sew on buttons! Do beautiful straight sewing, too! You save $40, for comparable machines sell for 139.95 elsewhere. You don't have to be a mechanic to operate it, either—sews as easily automatically as an ordinary machine straight sews. Push button reverse; built-in needle light for shadowless sewing—conveniences which assure you relaxed comfort after hours of sewing. Comes with instructions and 20 year guarantee in a 2-tone carrying case. 110V, AC-DC. 41 N 4633R—Shipped freight or express. Shipping weight 54 lb. 99.95

Straight Sew Round Bobbin Machines



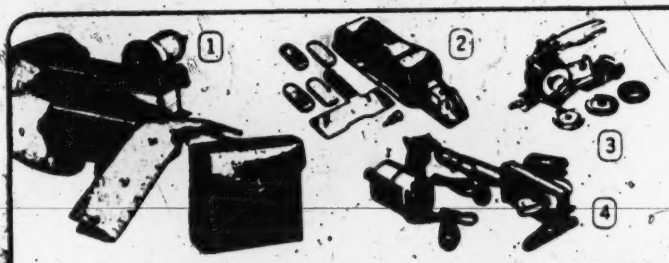
47.95 54.95

ECONOMY ROUND BOBBIN Portable has forward and reverse lever—automatic darner, bobbin winder, adjustable stitch regulator. Hinged presser foot and 7-speed foot control. Black enamel with chrome trim; 2-tone case, 20 year guarantee. 110-120 Volt, AC-DC. Shipped Frt./Exp.

722-ALDENS

41 N 4621R—Wt. 44 lb. 47.95

DELUXE ROUND BOBBIN Portable has push-button reverse for bartacking, built-in thread tension, automatic bobbin winder, light, stitch regulator, presser foot and 7-speed foot control. Comes with 2-tone case, instructions, and 20 year guarantee. Modern machine, old-fashioned price. 110V, AC-DC. Frt./Exp. 41 N 4638R—Wt. 46 lb. 54.95



Sewing Accessories For Every Need

1. **HAND SEWING MACHINE.** Sews buttons, bastes, hems, mends automatically by depressing bar. Use for small jobs. Book of hints, carrying case included. 41 N 4584—Mail. Wt. 9 oz. 3.79
2. **GRIEST BUTTONHOLER** with 4 templates. Fits all Aldens Round Bobbin or Long Shuttle machines. Handy accessory. Mail. 41 N 4616—Wt. 1 lb. 9 oz. 8.99
3. **ZIG-ZAG and FANCY STITCH ATTACHMENT** has 3 zig-zag discs, 1 template. Fits all round bobbin machines except White. Free, Westinghouse. 8.95 value. 41 N 4457—Ship. wt. 6 oz. . . . 4.95
4. **TREADLE CONVERSION KIT** will convert all treadle machines to electric. Self-oiling AC-DC motor, hardware, and controls included. 110-120 volts. Mailable. 41 N 4666—Wt. 5 lb. 5 oz. . . . 14.95

Following Supplies Not Shown.
GRIEST ATTACHMENT SET. — 18 pieces, with sewing light. Mail. 41 N 4612—Wt. 1 lb. 7 oz. 4.98
SEWING LIGHT fits any machine. Clamps on. Tubular bulb; cord. 41 N 4649—Mail. Wt. 8 oz. 1.49
RUBBER Belt for electric machines. 41 N 4685—Mail. 3 oz. . 3 for 49c
Round Bobbins for U.S. machines. 41 N 4622—Mail. 2 oz. 3 for 39c
ROUND BOBBINS for Singer No. 15 machine and Aldens imports. 41 N 4614—Mail. 2 oz. 6 for 49c
LONG BOBBINS for Singer No. 15 machine and Aldens imports. 41 N 4623—Mail. 2 oz. 3 for 25c
NEEDLES for American machines only. Mailable. Handy extras! 41 N 4619—Wt. 2 oz. . . . 12 for 99c
NEEDLES for Singer No. 15 machine and Aldens import machines. 41 N 4609—Mail. 2 oz. 25 for 99c

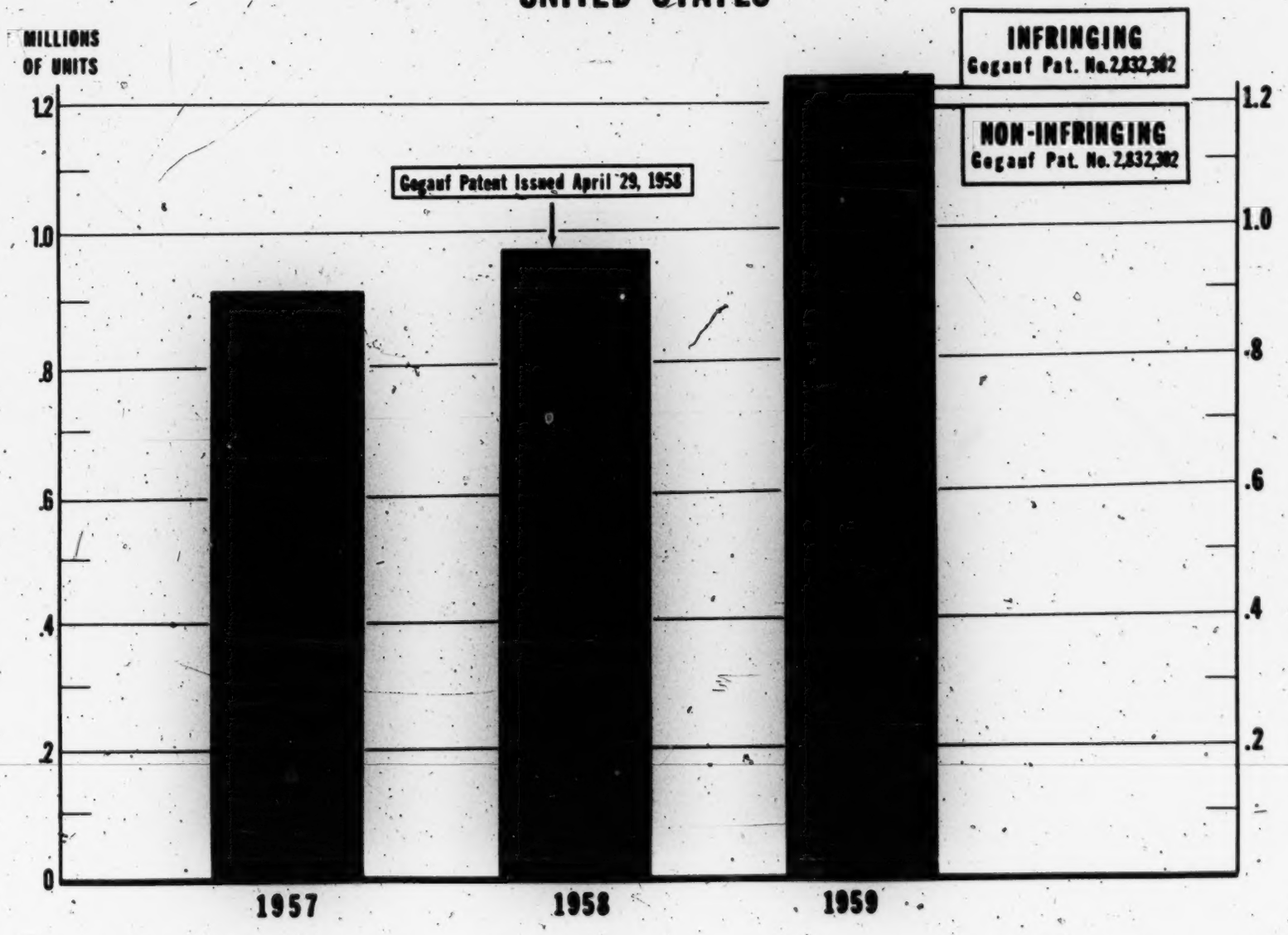
5677
2074

1522

[fol. 5675] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 175

JAPANESE SEWING MACHINES IMPORTED INTO UNITED STATES



SOURCE: STIPULATION OF FACTS

[fols: 5745-5746]

IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 185

U. S. Department of Commerce
Bureau of the Census
Washington 25, D. C.

United States Imports of Sewing Machines for Consumption
Calendar Years 1947 Through 1959

Commodity description and Period covered	United Kingdom Quantity (number)	United Kingdom Value (dollars)	West Germany[1] Quantity (number)	West Germany[1] Value (dollars)	Switzerland Quantity (number)	Switzerland Value (dollars)	Italy Quantity (number)	Italy Value (dollars)	Japan Quantity (number)	Japan Value (dollars)	All Others Quantity (number)	All Others Value (dollars)	Total Imports Quantity (number)	Total Imports Value (dollars)
Sewing Machines, Not Specifically Provided for, Including Heads:														
Valued Over $10 and Not Over $75 Each[2]:														
1947	949	56,775	.....	.....	1	75	.....	.....	.....	.....	160	5,092	1,110	61,942
1948	797	28,662	613	32,753	.....	.....	11,796	570,303	3,028	74,345	724	29,331	16,958	735,394
1949	96,647	4,151,568	4,866	253,521	351	22,485	5,682	347,624	15,980	411,155	4,704	275,947	128,230	5,462,300
1950	12,480	259,900	16,241	1,005,338	4,489	212,465	3,643	187,116	64,407	1,296,013	59,999	1,489,150	161,259	4,449,982
1951	2,915	111,795	36,118	2,095,201	5,041	295,888	49,562	2,954,950	312,581	5,662,469	37,253	1,090,900	443,470	12,211,203
1952	9,921	300,700	67,593	4,132,361	6,244	395,913	83,851	4,565,896	515,348	9,115,133	29,914	1,135,263	712,871	19,645,266
1953	46,539	1,500,429	62,528	3,698,926	7,819	563,644	84,252	5,089,409	439,570	8,179,094	30,949	1,253,882	671,657	20,285,384
1954	102,183	2,594,348	57,938	3,401,786	3,166	224,862	75,339	4,083,814	385,845	6,839,448	10,923	572,360	635,394	17,716,618
1955	138,215	2,387,220	56,372	3,265,272	10,736	756,18	71,995	4,069,455	652,274	12,206,630	8,107	494,788	937,699	23,179,552
1956	177,600	3,208,505	68,361	3,679,940	6,487	441,072	67,497	3,832,626	648,574	12,931,056	24,721	868,964	993,240	24,962,163
1957	108,415	2,060,128	60,764	3,410,902	10,138	741,052	57,371	3,143,645	843,576	18,376,144	13,002	665,691	1,093,266	28,397,562
1958	87,055	1,952,653	39,933	2,084,680	9,804	654,913	52,727	2,738,964	933,720	20,174,826	11,335	471,445	1,134,574	28,077,481
1959	192,656	3,955,593	43,734	2,747,788	11,571	776,618	47,141	2,314,407	1,092,928	25,468,472	9,837	536,382	1,397,867	35,799,260
Valued Over $75 Each[2]:														
1947	1,080	158,492	.....	.....	11	1,385	3	560	.....	.....	116	18,372	1,210	178,809
1948	875	138,621	100	8,725	1,010	77,572	28	5,179	1	90	1,003	112,963	3,017	343,150
1949	15,258	318,571	333	36,737	396	30,678	321	34,161	129	17,836	2,900	294,071	19,337	732,054
1950	600	84,673	1,544	157,111	2,455	213,711	105	9,168	2	301	293	39,128	4,999	504,092
1951	936	115,640	8,234	737,354	728	64,864	271	23,712	1,390	33,576	497	60,372	12,056	1,035,518
1952	9,223	171,987	8,319	699,129	1,714	150,777	1,604	101,952	316	6,843	2,676	275,879	23,852	1,406,567
1953	392	60,920	1,836	216,189	21,486	1,901,357	2,189	169,573	800	13,100	2,630	278,952	29,333	2,640,091
1954	377	42,142	9,957	963,487	20,655	1,761,822	7,644	578,079	375	43,290	3,295	303,688	42,303	3,692,418
1955	400	43,692	21,991	1,944,868	26,252	2,064,720	4,254	321,235	6	510	4,613	409,351	57,516	4,784,376
1956	912	98,120	30,518	2,792,422	17,972	1,444,230	128	11,183	691	61,472	4,935	411,311	55,156	4,818,738
1957	825	107,569	15,757	1,522,519	7,752	621,496	2,306	190,480	1,462	134,748	4,159	355,281	32,261	2,932,093
1958	127	18,589	11,987	1,217,781	6,659	564,310	484	55,293	541	46,806	3,449	343,795	23,247	2,246,574
1959	242	67,324	10,267	1,094,355	4,949	420,282	1,897	204,557	143	22,188	3,654	294,111	21,152	2,102,817
Total Imports Over $10[3]:														
1947	2,029	215,267	.....	.....	12	1,460	3	560	.....	.....	276	23,464	2,320	240,751
1948	1,672	167,283	713	41,478	1,010	77,572	11,824	575,482	3,029	74,435	1,727	142,294	19,975	1,678,544
1949	111,905	4,470,139	5,199	290,258	747	53,163	6,003	381,785	16,109	428,991	7,604	570,018	147,567	6,194,354
1950	13,080	344,573	17,785	1,162,449	6,944	426,176	3,748	196,284	64,409	1,296,314	60,292	1,528,278	166,258	4,954,074
1951	3,851	227,435	44,352	2,832,555	5,769	360,752	49,833	2,978,662	313,971	5,696,045	37,750	1,151,272	455,526	13,246,721
1952	19,144	472,687	75,912	4,831,490	7,958	546,690	85,455	4,667,848	515,664	9,121,976	32,590	1,411,142	736,723	21,051,833
1953	46,931	1,561,349	64,364	3,915,115	29,305	2,465,001	86,441	5,258,982	440,370	8,192,194	33,579	1,532,834	700,990	22,925,475
1954	102,560	2,636,490	67,895	4,365,273	23,821	1,986,694	82,983	4,661,893	386,220	6,882,738	14,218	876,048	677,697	21,409,136
1955	138,615	2,430,912	78,363	5,210,140	36,988	2,820,907	76,249	4,390,690	652,280	12,207,140	12,720	904,139	995,215	27,963,928
1956	178,512	3,306,625	98,879	6,472,362	24,459	1,885,302	67,625	3,834,809	649,265	12,992,528	29,656	1,280,275	1,048,390	29,780,901
1957	109,240	2,167,697	76,521	4,933,421	17,890	1,362,548	59,677	3,334,125	845,038	18,510,892	17,161	1,020,972	1,125,527	31,329,655
1958	87,182	1,971,242	51,920	3,302,461	16,463	1,219,223	53,211	2,794,257	934,261	20,221,632	14,784	815,240	1,157,821	30,324,055
1959	192,898	4,022,917	54,001	3,842,143	16,520	1,196,900	49,038	2,518,964	1,093,071	25,490,660	14,491	830,493	1,319,019	37,902,077

[1] Prior to January 1, 1952, East and West Germany were combined.
[2] 1947 through 1959 include imports of household and industrial type sewing machines reported as one combined total.
[3] Note.—The above data do not reflect revisions made after publication. Some of these are described in the attached issues of the *Foreign Trade Statistics Notes* for July 1950, May 1951 and May 1956.
Source: U. S. Department of Commerce, Bureau of the Census; 1947 through 1958, Report FT 110, statistical classification numbers 7550 300 and 7550 500, and 1959, Table IM 145, statistical classification numbers 7550 300 and 7550 500.

June 9, 1961

[fol. 5747]

IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 186

U. S. Department of Commerce
Bureau of the Census
Washington 25, D. C.

United States Imports of Sewing Machines for Consumption
Calendar Years 1948 Through 1960

Commodity description and Period covered	United Kingdom Quantity (number)	United Kingdom Value (dollars)	West Germany[1] Quantity (number)	West Germany[1] Value (dollars)	Switzerland Quantity (number)	Switzerland Value (dollars)	Italy Quantity (number)	Italy Value (dollars)	Japan Quantity (number)	Japan Value (dollars)	All Others Quantity (number)	All Others Value (dollars)	Total Imports Quantity (number)	Total Imports Value (dollars)
Sewing Machines, Not Specially Provided for, Including Heads:														
Valued Over $10 and not Over $75 Each[2]:														
1948	797	28,662	613	32,753	.....	.....	11,796	570,303	3,028	74,345	724	29,331	16,958	735,394
1949	96,647	4,151,568	4,866	253,521	351	22,485	5,682	347,624	15,980	411,155	4,704	275,947	128,230	5,462,300
1950	12,480	259,900	16,241	1,005,338	4,489	212,465	3,643	187,116	64,407	1,296,013	59,999	1,489,150	161,259	4,449,982
1951	2,915	111,795	36,118	2,095,201	5,041	295,888	49,562	2,954,950	312,581	5,662,469	37,253	1,090,900	443,470	12,211,203
1952	9,921	300,700	67,593	4,132,361	6,244	395,913	83,851	4,565,896	515,348	9,115,133	29,914	1,135,263	712,871	19,645,266
1953	46,539	1,500,429	62,528	3,698,926	7,819	563,644	84,252	5,089,409	439,570	8,179,094	30,949	1,253,882	671,657	20,285,384
1954	102,183	2,594,348	57,938	3,401,786	3,166	224,862	75,339	4,083,814	385,845	6,839,448	10,923	573,360	635,394	17,716,618
1955	138,215	2,387,220	56,372	3,265,272	10,736	756,187	71,995	4,069,455	652,274	12,206,630	8,107	494,788	937,699	23,179,552
1956	177,600	3,208,505	68,361	3,679,940	6,487	441,072	67,497	3,832,626	648,574	12,931,056	24,721	868,964	993,240	24,962,163
1957	108,415	2,060,128	60,764	3,410,902	10,138	741,052	57,371	3,143,645	843,576	18,376,144	13,002	665,691	1,093,266	28,397,562
1958	87,055	1,952,653	39,933	2,084,680	9,804	654,913	52,727	2,738,964	933,720	20,174,826	11,335	471,445	1,134,574	28,077,481
1959	192,656	3,955,593	43,734	2,474,688	11,571	776,618	47,141	2,314,407	1,092,928	25,468,472	9,837	536,382	1,397,867	35,799,260
1960[3]													1,000,155	27,338,205
Household Type	100,672	2,397,869	25,396	1,455,721	9,685	600,091	31,770	1,484,411	778,041	19,483,418	54,591	1,916,695	40,401	1,200,855
Industrial Type	1,011	35,835	949	50,809	560	41,408	891	56,111	42,817	1,013,971	173	2,721		
Valued Over $75 Each[2]:														
1948	875	138,621	100	8,725	1,010	77,572	28	5,179	1	90	1,003	112,963	3,017	343,150
1949	15,258	318,571	333	36,737	396	30,678	321	34,161	129	17,836	2,900	294,071	19,337	732,054
1950	600	84,673	1,544	157,111	2,455	213,711	105	9,168	2	301	293	39,128	4,999	504,092
1951	936	115,640	8,234	737,354	728	64,864	271	23,712	1,390	33,576	497	60,372	12,056	1,035,518
1952	9,223	171,987	8,319	699,129	1,714	150,777	1,604	101,952	316	6,843	2,676	275,879	23,852	1,406,567
1953	392	60,920	1,836	216,189	21,486	1,901,357	2,189	169,573	800	13,100	2,630	278,952	29,333	2,640,091
1954	377	42,142	9,957	963,487	20,655	1,761,832	7,644	578,079	375	43,290	3,295	303,688	42,303	3,692,518
1955	400	43,692	21,991	1,944,868	26,252	2,064,720	4,254	321,235	6	510	4,613	409,351	57,516	4,784,376
1956	912	98,120	30,518	2,792,422	17,972	1,444,230	128	11,183	691	61,472	4,735	411,311	55,156	4,818,738
1957	825	107,569	15,757	1,522,519	7,752	621,496	2,306	190,480	1,462	134,748	4,159	355,281	32,261	2,932,093
1958	127	18,589	11,987	1,217,781	6,659	564,310	484	55,203	541	46,806	3,449	343,795	23,247	2,246,574
1959	242	67,324	10,267	1,094,355	4,949	420,282	1,897	204,557	143	22,188	3,654	294,111	21,152	2,102,817
1960[3]														
Household Type	298	37,348	8,675	774,922	3,895	354,721	4,904	378,122	205	21,122	4,675	374,966	22,652	1,941,201
Industrial Type	301	36,138	2,588	386,961	507	48,858	929	209,363	322	39,160	122	15,632	4,769	736,112
Total Imports Over $10[3]:														
1948	1,672	167,283	713	41,478	1,010	77,572	11,824	575,482	3,029	74,435	1,727	142,294	19,975	1,078,544
1949	111,905	4,470,139	5,199	290,258	747	53,163	6,003	381,785	16,109	428,991	7,604	570,018	147,567	6,194,354
1950	13,080	344,573	17,785	1,162,449	6,944	426,176	3,748	196,284	64,409	1,296,314	60,292	1,528,278	166,258	4,954,074
1954	3,851	227,435	44,352	2,832,555	5,769	360,752	49,833	2,978,662	313,971	5,696,045	37,750	1,151,272	455,526	13,246,721
1952	19,144	472,687	75,912	4,831,490	7,958	546,690	85,455	4,667,848	515,664	9,121,976	32,590	1,411,142	736,723	21,051,833
1953	46,931	1,561,349	64,364	3,915,115	29,305	2,465,001	86,441	5,258,982	440,370	8,192,194	33,579	1,532,834	700,990	22,925,475
1954	102,560	2,636,490	67,895	4,365,273	23,821	1,986,694	82,983	4,661,893	386,220	6,882,738	14,218	876,048	677,697	21,409,136
1955	138,615	2,430,912	78,363	5,210,140	36,988	2,820,907	76,249	4,390,690	652,280	12,207,140	12,720	904,139	995,215	27,963,928
1956	178,512	3,306,625	98,879	6,472,362	24,459	1,885,302	67,625	3,843,809	649,265	12,992,528	29,656	1,280,275	1,048,390	29,780,901
1957	109,240	2,167,697	76,521	4,933,421	17,890	1,362,548	59,677	3,334,125	845,038	18,510,892	17,161	1,020,972	1,125,527	31,329,655
1958	87,182	1,971,242	51,920	3,302,461	16,463	1,219,223	53,211	2,794,257	934,261	20,221,632	14,784	815,240	1,157,821	30,324,055
1959	192,898	4,022,917	54,001	3,842,143	16,520	1,196,900	49,038	2,518,964	1,093,071	25,490,660	13,491	830,493	1,419,019	37,902,077
1960[3]														
Household Type	100,970	2,435,217	34,071	2,230,643	13,580	954,812	36,674	1,862,533	778,246	19,504,540	59,266	2,291,661	1,022,807	29,279,406
Industrial Type	1,312	71,973	3,537	437,770	1,067	90,266	1,820	265,474	43,139	1,053,131	295	18,353	51,170	1,936,967

[1] Prior to January 1, 1952, East and West Germany were combined.
[2] 1948 through 1959 include imports of household and industrial type sewing machines reported as one combined total.
[3] Effective with the January 1, 1960 statistics, imports of household and industrial type sewing machines were reported separately.

Note: The above data do not reflect revisions made after publication. Some of these are described in the attached issues of *Foreign Trade Statistics Notes for July 1950, May 1951 and May 1956.*

Source of Information:
U. S. Department of Commerce, Bureau of the Census; 1948 through 1958, Report FT 110, statistical classification numbers 7550 300 and 7550 500.
U. S. Department of Commerce, Bureau of the Census; 1959, Table IM 145, statistical classification numbers 7550 300 and 7550 500.
U. S. Department of Commerce, Bureau of the Census; 1960, Table IM 145, statistical classification numbers 7550 320, 7550 350, 7550 520 and 7550 550.

[fols. 5743-5744] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 184

Imports into the United States of Singer Household Sewing Machines Valued over $10 for the Years 1947 through 1959

Year	Imports
1947	0
1948	1,360
1949	74,299
1950	3,623
1951	1,717
1952	6,859
1953	23,416
1954	108,304
1955	136,127
1956	176,731
1957	104,547
1958	93,575
1959	193,842

[fols. 5748-5749]

IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 187

Manufactures—Industry Statistics

Table 6A.—Quantity and Value of Products Shipped By All Manufacturing Establishments, for the United States: 1954 and 1947

Product code	Product	1954			1947		
		Production for all purposes	Total shipments including interplant transfers		Production for all purposes	Total shipments including interplant transfers	
			Quantity	Value		Quantity	Value
		(1,000 units)	(1,000 units)	($1,000)	(1,000 units)	(1,000 units)	($1,000)
3581	Household washing machines, driers, ironers, and wringers, total	xxx	xxx	596,349	xxx	xxx	433,851
35811	Household mechanical washing machines	xxx	xxx	435,853	xxx	xxx	344,716
	Washing machines, mechanical (includes those with dish-washer attachments):						
3581111	Small size	89	85	1,743	419	408	8,042
	Standard size, electrically driven:						
3581131	Full automatic	2,315	2,285	324,280	[1]1,305	[1]1,297	[1]158,285
3581133	Semiautomatic	88	82	7,522			
3581135	Nonautomatic, wringer type	1,191	1,245	101,896	2,441	2,443	168,763
3581137	Nonautomatic, spinner type				[1]	[1]	[1]
3581151	Standard size, gasoline driven	4	4	406	109	108	9,616
35812	Other household laundry equipment	xxx	xxx	122,639	xxx	xxx	42,249
	Driers, mechanical:						
3581211	Gas	242	246	28,907	65	65	7,416
3581215	Electric	646	661	68,951			
	Ironers, mechanical:						
3581231	Table (including cabinet models)	79	79	7,987	530	530	34,834
3581235	Portable	10	10	305			
3581251	Wringers for power washing machines (sold separately)	xxx	xxx	16,489	xxx	xxx	[2]
3581298	Other household laundry equipment	xxx	xxx	37,857	xxx	xxx	[1]46,886
3581311	Parts, accessories, and attachments for household laundry equipment	(Number of units)	(Number of units)		(Number of units)	(Number of units)	
3582	Commercial laundry, dry-cleaning and pressing machinery and equipment, total	xxx	xxx	98,637	xxx	xxx	93,078
	Commercial laundry equipment and laundry presses	xxx	xxx	50,007	xxx	xxx	50,545
3582011	Washers	7,074	7,022	12,946	8,017	7,984	12,907
3582012	Extractors	5,268	5,292	5,184	8,549	8,499	6,660
3582013	Drying tumblers	8,795	8,762	4,494	9,718	9,678	3,624
3582014	Ironers, flatwork	1,380	1,403	3,356	3,545	3,526	5,762
3582015	Presses, laundry	11,595	11,579	8,810	22,260	21,706	11,621
3582019	Other commercial laundry equipment and parts, accessories, and attachments (including combination washers and extractors)	xxx	xxx	15,217	xxx	xxx	9,968
	Dry-cleaning equipment and clothing presses	xxx	xxx	26,630	xxx	xxx	39,016
	Dry-cleaning units:						
3582031	Synthetic type	1,664	1,595	7,114	1,530	1,503	6,967
3582035	Other types	282	274	1,197			
3582051	Washers	276	276	668	3,792	3,787	4,348
3582053	Extractors	153	156	195	2,373	2,360	2,514
3582055	Drying tumblers	2,297	2,308	2,118	7,699	7,662	3,217
3582057	Dry-cleaning (tailor type) presses	8,847	8,941	5,167	25,344	25,302	10,119
3582081	Other dry-cleaning equipment and parts, accessories, and attachments (including stills, filters, and combination washers and extractors)	xxx	xxx	10,171	xxx	xxx	11,851
3582000	Commercial laundry, dry-cleaning and pressing machinery, not specified by kind	xxx	xxx		xxx	xxx	3,517
		(1,000 heads)	(1,000 heads)		(1,000 heads)	(1,000 heads)	
3583	Sewing machines, parts and attachments, total	xxx	xxx	107,492	xxx	xxx	97,182
35831	Household sewing machines (including heads for sale with cabinets or cases, and heads for sale separately):						
3583111	Electric cabinet	363	385	25,895	389	362	21,771
3583131	Electric portable	332	355	20,531	232	264	10,901
3583151	Other	xxx	116	28,017	xxx	175	30,971
3583211	Industrial sewing machines (except shoe sole stitching machines)	xxx	xxx	33,049	xxx	xxx	33,539
3583311	Sewing machine parts and attachments for household and industrial sewing machines (except cases and cabinets)	(1,000 units)	(1,000 units)		(1,000 units)	(1,000 units)	
3584	Vacuum cleaners, attachments and parts, total	xxx	xxx	144,182	xxx	xxx	150,647
35841	Household vacuum cleaners, including attachments and cleaning tools and parts:						
3584111	Hand type	113	120	1,953	135	133	1,469
3584131	Other types (upright, tank, canister, and other general purpose household types)	2,594	2,616	[1]119,551	4,075	3,920	[1]131,638
3584151	Attachments or cleaning tools	xxx	xxx		xxx	xxx	
3584171	Parts for household type vacuum cleaners	xxx	xxx	17,270	xxx	xxx	12,328
35842	Commercial and industrial vacuum cleaners, including attachments and parts:						
3584211	Portable	43	44	5,408	69	61	5,212
3584231	Central systems	xxx	xxx	(3)	xxx	xxx	(3)
3584251	Attachments for commercial and industrial vacuum cleaners						
3584271	Parts for commercial and industrial vacuum cleaners						

See footnotes at end of table.

[fol. 5750] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 188

Department of Commerce
Bureau of the Census
Washington 25, D.C.

June 12, 1961

Production, and Quantity and Value of Products Shipped by All Manufacturing Establishments, for the United States 1958

Product	Total Production	Total Shipments	
		Quantity	Value
Household sewing machines (including heads, for sale with cabinets or cases, and heads for sale separately)			
Electric cabinets	321,868	365,068	$27,821,000
Electric portable			
Nonelectric	0	0	0

Source: 1958 Census of Manufactures.

[fols. 5751-5752]

IN UNITED STATES DISTRICT COURT

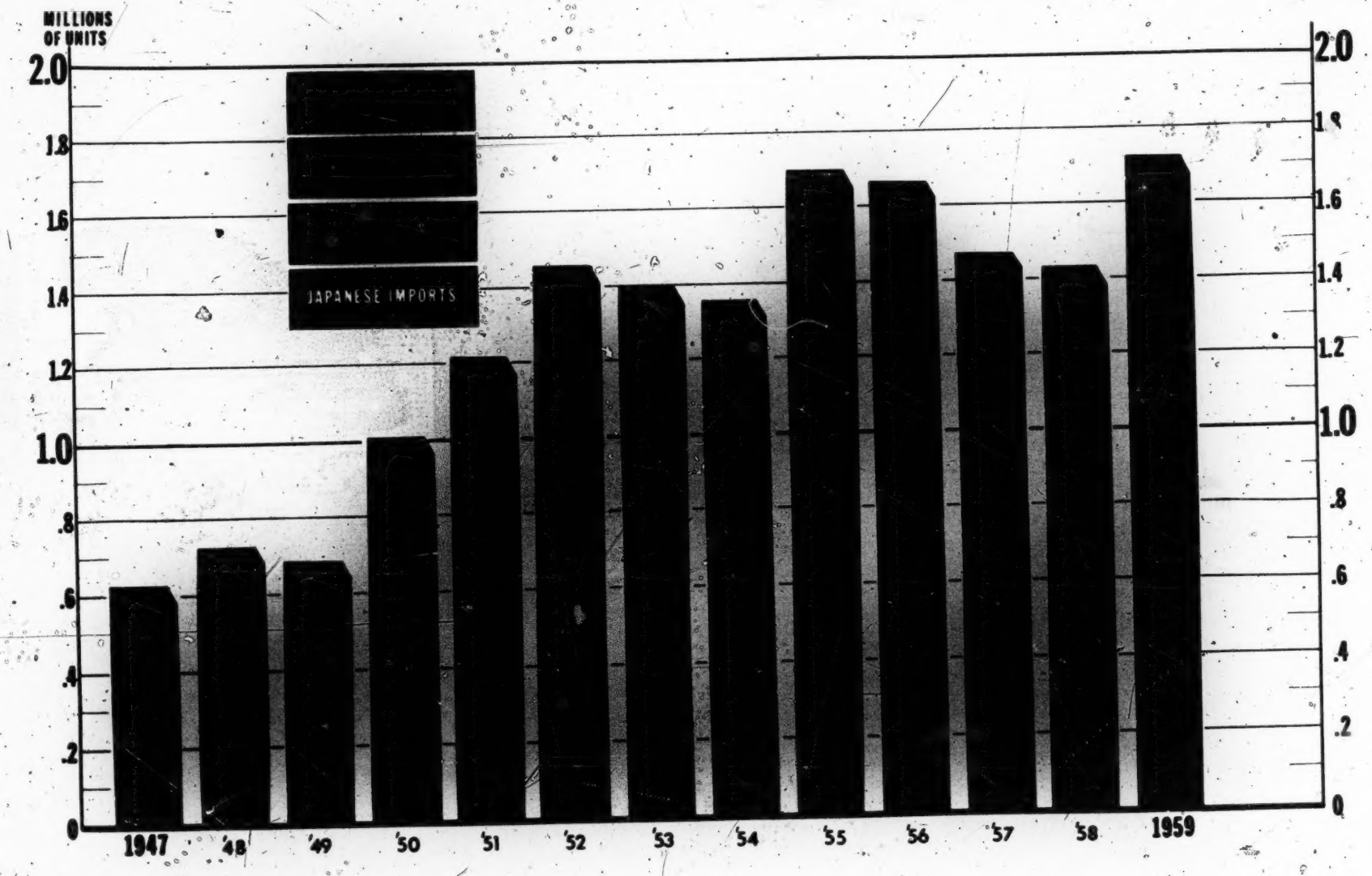
DEFENDANT'S EXHIBIT 189

	1957		1958		1959	
	Units	% of Total Japanese Imports	Units	% of Total Japanese Imports	Units	% of Total Japanese Imports
Multiple-Cam	30,142	(3.3)	44,994	(4.6)	57,732	(4.6)
Infringing Gegauf Pat. No. 2,832,302	30,142	(3.3)	41,219	(4.2)	39,344	(3.1)
Non-infringing Gegauf Pat. No. 2,832,302	—	—	3,775	(.4)	18,388	(1.5)
Replaceable Cams	85,368	(9.3)	91,396	(9.3)	206,539	(16.6)
Manual	117,121	(12.8)	202,041	(20.6)	375,111	(30.1)
Zigzag Type Unknown*	1,925	(.2)	78	—	40,127	(3.2)
Straight Stitch	679,736	(74.3)	643,407	(65.5)	567,389	(45.5)
Total Imports	914,292		981,916		1,246,898	

* Zigzag type unknown comprises either sewing machines with replaceable cam devices or sewing machines with manual devices. They do not consist of sewing machines with machine carried multiple cam devices since the Government and the defendant have agreed to the total number of such machines imported into the United States in the years 1957 through 1959, listing the amount of imports by model name and by manufacturer of such machines.

DEFENDANT'S EXHIBIT 191

COMPARISON OF U.S. SINGER PRODUCTION & IMPORTS TO JAPANESE, EUROPEAN & OTHER NON-SINGER IMPORTS, & OTHER NON-SINGER U.S. PRODUCTION OF HOUSEHOLD SEWING MACHINES FOR THE YEARS 1947-'59

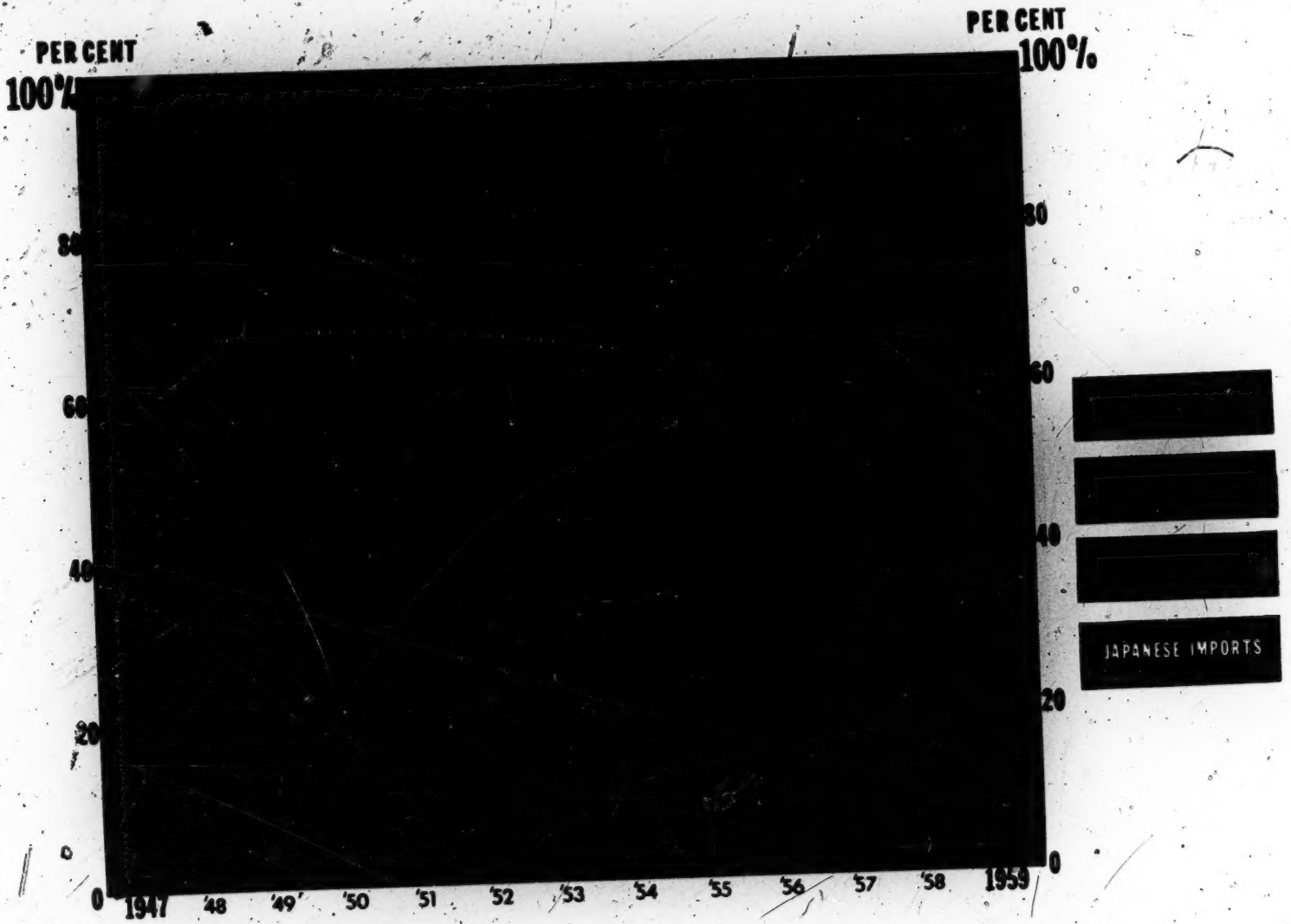


SOURCE: U.S. DEPT. OF COMMERCE & SINGER STATISTICS

In United States District Court

Defendant's Exhibit 192

N OF U.S. SINGER PRODUCTION & IMPORTS TO JAPANESE, EUROPEAN & OTHER NON-SINGER IMPORTS, R NON-SINGER U.S. PRODUCTION OF HOUSEHOLD SEWING MACHINES FOR THE YEARS 1947-'59



SOURCE: U.S. DEPT. OF COMMERCE & SINGER STATISTICS

[fol. 5756] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 194

"Behind The Scenes," November, 1958

Brother Markets Unit It Calls "Housewife Engineered"

A brand new zigzag model just added to the Brother line is earmarked for the most diversified merchandising push ever prepared to launch a new sewing machine. The model, Brother Flairmatic 190, is an ultra-simplified, all purpose sewing machine that has been designed to be a bulk seller in the Brother line.

The firm's decision to go all out on this type of model was a direct result of an extensive survey which gave the answers as to what the housewife really wanted in a sewing machine, and at her price, too. For this reason, this machine is called "housewife engineered."

Among its advanced features are twin needle sewing, push button reverse, ultra-simplified lubrication system, a new type automatic bobbin winder which winds while you are sewing and stops automatically when the bobbin is fully wound.

A particularly exciting feature is its transverse snapout race, which makes possible absolutely noiseless non-vibrating operation and provides easy cleaning and easy bobbin changing as well. Its streamlined surface is coated in a lustre beige and tan two-tone combination.

A complete promotion kit has been provided for exclusive Brother Flairmatic 190 dealers which includes new lead getting ideas, new ad mats, promotions, a Kathryn Murray testimonial, a national contest, as well as extensive sales training materials. The unit has a list price of $269.50.

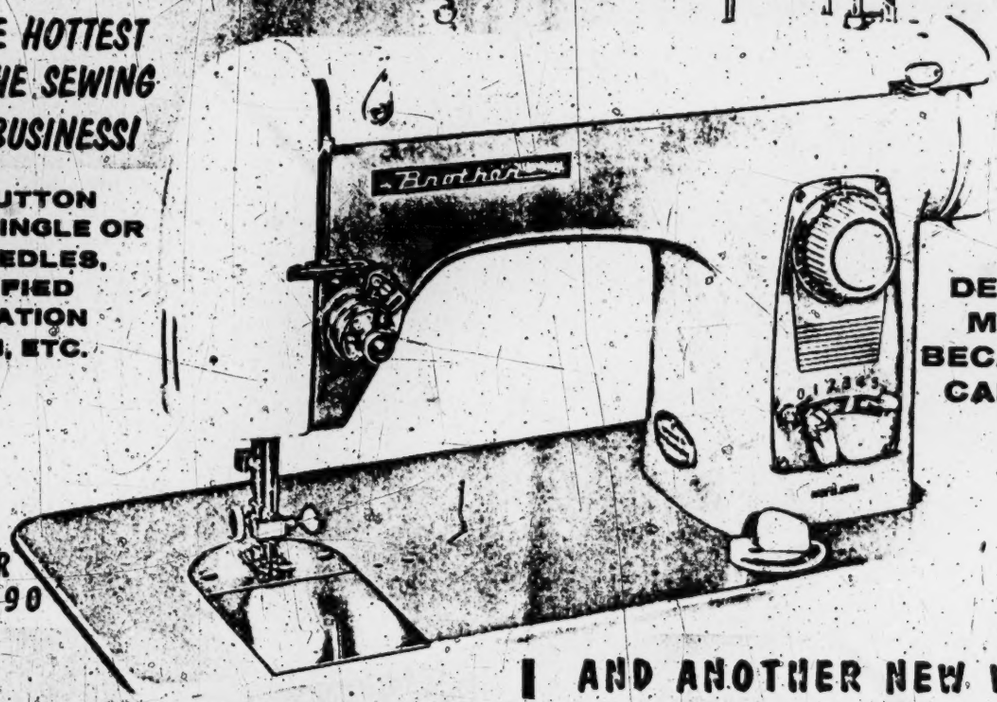
EXHIBIT
U.S. Dist. Court
S.D. of N.Y.
DEFENDANT'S

DEFENDANT'S EXHIBIT 195

BROTHER SALES MAGIC!

HERE'S THE HOTTEST NEWS IN THE SEWING MACHINE BUSINESS!

PUSH BUTTON REVERSE, SINGLE OR TWIN NEEDLES, SIMPLIFIED LUBRICATION SYSTEM, ETC.



DESIGNED FOR MASS SALES... BECAUSE ANYONE CAN AFFORD IT!

The ALL NEW BROTHER Flairmatic 190

THE *ALL-PURPOSE* SEWING MACHINE!

THE MOST WANTED SELLING FEATURES!

Ultra-Simplified . . . Beautifully Designed . . . Sensationally Priced! IT'S ALL MACHINES IN ONE! INSTANT • Straight Stitching! • Fancy Stitching! • Automatic Designs! It's as simple as a straight stitcher . . . yet as versatile as the most advanced automatic!

FULLY BACKED BY:

• NATIONAL ADVERTISING • SALES PROMOTION • SALES AIDS • FAMOUS CONSUMER SERVICES

USE-TESTED

COMMENDED PARENTS

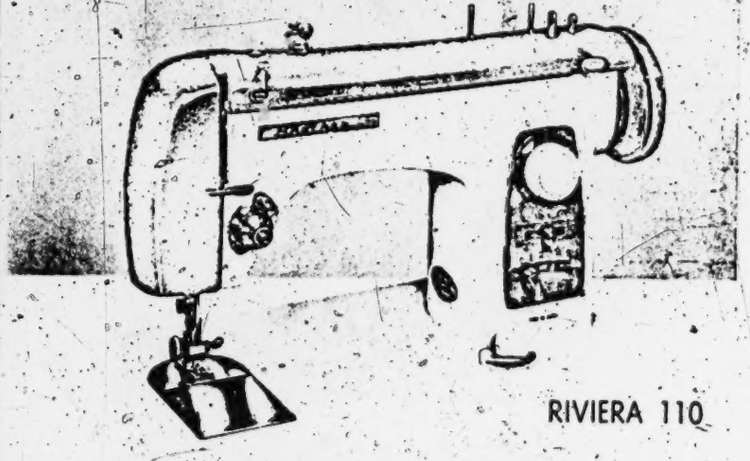
NOW'S THE TIME TO BE A BROTHER DEALER!

New York — 122 West 27th St.

Los Angeles — 1058 So. Flower St.

BROTHER *Sewing Machines*

AND ANOTHER NEW WINNER!



RIVIERA 110

A Beautifully Streamlined 3-Position Automatic Design . . . Jam-Packed With Advanced Features Such as Push-Button Reverse . . . Single or Twin Needle Sewing, Etc.

WRITE, PHONE or WIRE TODAY...

PLEASE RUSH ME FULL DETAILS ON NEW BROTHER MACHINES AND INFORMATION ON SENSATIONAL NEW MERCHANDISING KIT AND NEW LEAD-GETTING IDEAS.

Dealer's Name _____

Address _____

City _____ **Zone** _____

State _____

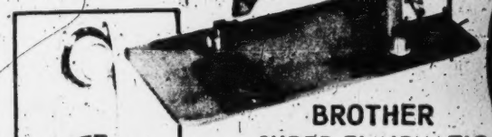
BROTHER

HAS AN ADVANCED DEGREE...

MASTER OF SEWING

DEFENDANT'S
JUN 27 1956
197

BROTHER sewing machines are nationally advertised



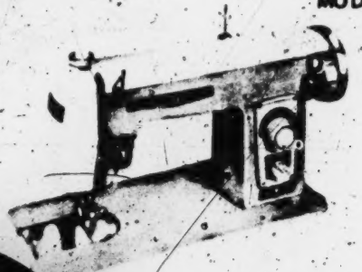
AUTOMATIC CONTROL PANEL FOR INSTANT
- straight stitching
- fancy stitching
- ornamental designs

IT'S ALL MACHINES IN 1

BROTHER SUPER FLAIRMATIC MODEL 190B

Ultra-simplified all-purpose sewing machine with world's only "self-contained" ONE-TOUCH AUTOMATIC BUTTONHOLE feature. Outstandingly engineered with sensational automatic features for straight and fancy sewing.

BROTHER COMPANION MODEL 220

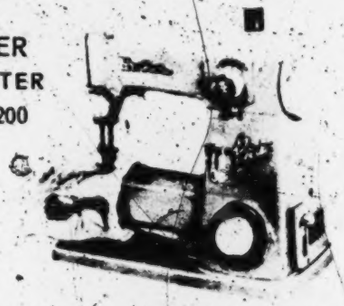


Deluxe straight stitcher with easy pushbutton reverse and dial drop feed. As advanced as it is beautiful.

BROTHER CITATION MODEL 180

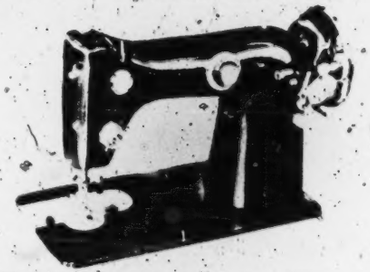
Remarkably beautiful streamlined straight with many automatic features.

BROTHER PACESETTER MODEL 200



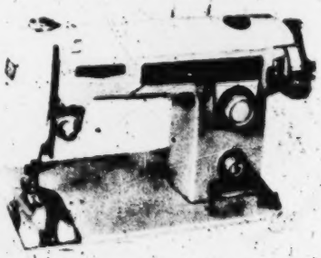
World's most advanced automatic with Miraculous "Wishing Dial".

CUSTOMATIC 240



World's greatest value in zigzag sewing. Precision perfect zigzag for straight and fancy sewing.

BROTHER GALAXIE MODEL 230



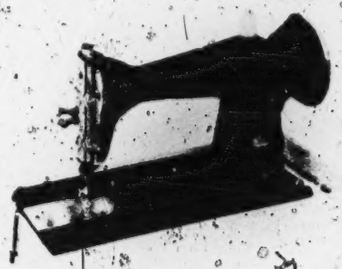
"A fully automatic streamliner for fancy or plain sewing. With pattern keys for hundreds of automatic designs and INSTANT AUTOMATIC BUTTONHOLES".

BROTHER SUPER SELECTOMATIC MODEL 100

DARNS SOCKS

SHELL STITCHES AND HEMS LACE FOR DAINTY LINGERIE AND BABY CLOTHES

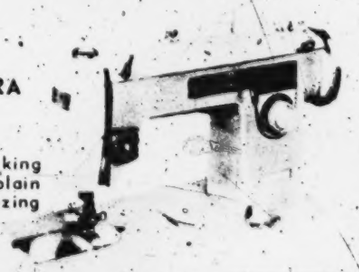
100% streamlined automatic with all BUILT-IN features. You see the stitch you use on picture dial.



BROTHER CONVENTIONAL MODEL 40B

Value packed dependable straight with many advanced features

BROTHER ELECTRA MODEL 140



Attractive zigzag of striking design which performs plain or fancy sewing with amazing simplicity.

PARTS AND SERVICE ALWAYS AVAILABLE. NATIONWIDE DISTRIBUTION FROM COAST TO COAST THROUGH 2000 AUTHORIZED BROTHER DEALERS. FOR THE NAME OF YOUR NEAREST DEALER, WRITE DIRECT TO:

BROTHER

NEW YORK	CALIFORNIA	CHICAGO	CANADA
36-50-38TH ST. L.I. CITY	1058 SOUTH FLOWER ST., LOS ANGELES, CALIF.	444 NORTH LAKE SHORE DRIVE, CHICAGO, ILL.	5061 COTE DE LIESSE RD. MONTREAL, P.Q.

[fol. 5764] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 199

3.3 Radial Cam Layout Distortion

If the pitch curve of the displacement diagram is plotted on a radial cam, we see that it is distorted towards the cam center. That is, the displacement-diagram pressure angle is not the same as the pressure angle measured on the actual radial cam. As an example, in Fig. 3.1*a*, let us take a straight-line pitch curve *OB* in the displacement diagram.

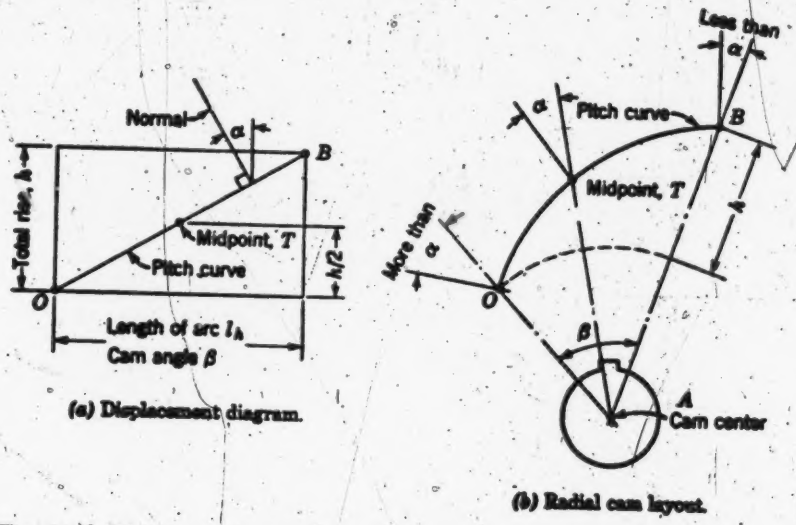


Fig. 3.1. Radial cam layout distortion. [Pressure angles different in (*a*) from those in (*b*).]

[fol. 5765] IN UNITED STATES DISTRICT COURT

DEFENDANT'S EXHIBIT 200

June 27, 1961.

Manufacture and Assembly of 401 Machine Cams

The 401 machine is provided with a stack of seven steel cams which are secured within the machine frame and are not adapted to be removed therefrom during the normal life of the machine. In order to remove the cam stack and then remove one of the cams, a mechanic supplied with the proper tools, must be employed.

Below are the manufacturing operations required for the manufacture and assembly of the seven steel cams:

1. Each of the seven cams is first rough punched by press with an appropriate die from a strip of steel material so that the cam, its four holes, and its peripheral cam surface, with its various hills and valleys, are formed in the rough. Since each of the seven cams has its own particular cam surface configerations, seven different punching operations are necessary in order to produce the seven rough cams. Naturally, in production, seven different punching dies are used, with the result that there are accumulated seven different groups of cams.

2. Rough cams have to be pressed flat in press fed by hand.

3. The opposite two flat faces of each of the cams are then ground on a grinding machine, fed by hand by an operator, so that the thickness of the cams are uniform. Again, the cams are maintained in groups, all of the cams of any one group having the same peripheral design.

4. The various cams are then individually shaved by an Essa press with an appropriate die, with the result that the peripheral cam edges of each cam are finished to size. This requires seven individual shaving operations, since there are seven different steel cams. Again, in production, we end up with seven different groups of cams.

[fols. 5766-5767] 5. The cams are then placed in a rumbling machine for the purpose of removing the rough edges of the cam surfaces. The cams are placed in the rumbling ma-

chines in groups with all of the cams in any one group having the same peripheral design.

6. Deburr center hole of cam.

7. Seven different cams comprising a set are then hand assembled together in proper sequence and placed in a jig with the seven cams being placed in proper phase relative to each other by means of a pin which is inserted into one of the two holes provided in the cam during the first punching operation.

8. Each unit of seven cams is then hand inserted into a boring machine for the purpose of boring the positioning hole to proper size, which hole receives the positioning pin.

9. Each unit of seven cams is then taken to the 401 machine assembly line and is hand inserted into a 401 machine so that the stack will be mounted upon a vertical shaft and thereafter locked upon such shaft by means of a plate and several locking screws.

[fol. 2479] IN UNITED STATES DISTRICT COURT

EXHIBIT S-11

Before the United States Tariff Commission

In the Matter of Unfair Methods of Competition and Unfair Acts Section 337, Tariff Act of 1930 as Amended

Household Automatic Zigzag Sewing Machines, and Parts Thereof

Complaint of The Singer Manufacturing Company

I Summary of Complaint

The Singer Manufacturing Company, hereinafter referred to as "Singer", is the owner of a duly issued and valid United States patent No. 2,832,302, covering a distinctive, new and improved household automatic zagzag sewing machine.

Singer has spent over nine million dollars in developing, promoting and marketing the automatic zigzag machine covered by said patent.

In complete disregard of Singer's United States patent rights a host of foreign-made automatic zigzag machines, primarily from Japan, are being imported into the United States, which infringing machines represent approximately 50% of Singer United States sales of automatic zigzag sewing machines and are increasing.

The tremendous volume of imports from Japan of household sewing machines other than automatic zigzag machines has eliminated all domestic manufacturers other [fol. 2480] than Singer and one small firm which, as an ancillary part of its machine tool business, manufactures small quantities of straight-stitch (not zigzag) sewing machines.

Unless early and effective relief is granted, the increasing volume of infringing imports similarly threaten to result in curtailment and ultimate cessation of manufacturing operations in the United States of automatic zig-

zag machines with heavy loss of highly paid, highly skilled labor and large capital investment.

Singer has filed court actions to enforce its patent rights, but the large number of importers, known and unknown, together with the numerous different sources of foreign supply, make the remedy at law wholly inadequate.

Section 337, as interpreted and applied by the Commission and the courts, affords the only remedy and thus Singer hereby prays that the Commission recommend to the President that household automatic zigzag sewing machines and parts thereof covered by the said United States patent No. 2,832,302, be excluded from entry into the United States for the term of said patent.

II Complaint

1. (a) Complaint is hereby made, pursuant to Section 337 of the Tariff Act of 1930, as amended, against unfair methods of competition and unfair acts in the importation into the United States and sale therein of household automatic zigzag sewing machines and parts thereof which embody, employ or contain the inventions covered by the claims of United States Letters Patent No. 2,832,302, dated April 29, 1958 (a copy of which is annexed hereto as Exhibit 1) duly issued to and owned by The Singer Manufacturing Company, complainant herein, hereinafter re- [fol. 2481] ferred to as "Singer". Said automatic zigzag sewing machines covered by said Exhibit 1 patent are referred to hereinafter as "automatic zigzag machines".

(b) Singer seeks by this complaint to obtain exclusion from entry into the United States of the aforesaid automatic zigzag machines which, as described in Paragraph 3 infra, are readily identifiable and distinguishable through visual examination alone from other types of zigzag machines as well as from other types of household sewing machines. Non-automatic zigzag machines, as well as all other types of household sewing machines, would be unaffected by the relief sought herein.

Singer Corporation Structure

2. (a) The complainant, Singer is a corporation organized under the laws of the State of New Jersey in 1873, and is the successor to The Singer Manufacturing Company organized under the laws of the State of New York in 1863, which was the successor to I. M. Singer & Company, a co-partnership formed in Boston, Massachusetts in 1850.

(b) Singer maintains an office and place of business at 107 Trumbull Street, Elizabeth, New Jersey, and executive offices at 149 Broadway, New York, New York.

(c) Singer's total invested capital in the United States is over $100,000,000.00.

(d) Singer owns, operates or otherwise controls factories in Bridgeport, Connecticut (industrial sewing machines); Elizabeth, New Jersey (household and industrial sewing machines and needles); Trumann, Arkansas and Pickens, South Carolina, (sewing machine cabinets and tables); and in Anderson, South Carolina, (manufacture and assembly of household sewing machines).

[fol. 2482] (e) Parts of the household automatic zigzag machines which are the subject of this complaint are manufactured in both the Elizabeth, New Jersey and Anderson, South Carolina plants, but all of such machines are assembled at the plant in Anderson, South Carolina.

In each of the aforesaid plants there is substantial idle plant capacity.

(f) Since its inception in 1850, the principal product of Singer has been a straight-stitch sewing machine principally adapted for use in the home. In the last several years, however, the most important United States product has become the automatic zigzag machine, the subject of this complaint, which enables the user not only to perform all of the sewing operations heretofore produced on the straight-stitch machine but, in addition, various ornamental and functional zigzag stitches.

(g) (I) In 1957, Singer employed a total of 24,000 persons with a payroll for that year amounting to $107,500,000. for all sewing machine manufacturing, distributing and sales operations in the United States. Of this number, approximately 15,000 workers were engaged directly or indirectly in the manufacture, assembly, distribution and

sales of the automatic zigzag machine, the subject of this complaint.

(II) Current wages of Singer employees engaged in the production and assembly of the aforesaid zigzag machines are in line with those paid in other comparable United States industries. For example, in Singer's largest United States factory at Elizabeth, New Jersey, such wages average about $2.25 per hour plus, in each case, fringe benefits of approximately $.68 per hour.

[fol. 2483] (III) Many of the aforesaid employees are of the highly skilled type of labor and attain that status only after long training of persons having high aptitudes for this art. The art and skills required in work on Singer machines of this type are soon lost and there is no other plant in the United States in which Singer workers can find comparable employment. Because of the availability of those skills in Singer plants, Singer was a notable source of manufacturing facilities for the manufacture, during World War II, of articles requiring such skills, and Singer continues to be a substantial manufacturer of products for the Armed Forces.

(h) Singer's four principal wholly-owned subsidiaries are:

(1) (I) Singer Sewing Machine Company, a New Jersey corporation which sells all Singer products in the Western Hemisphere, most of Africa, Australia, Asia, and other parts of the world. This selling organization is divided into the following five departments:

The Family Trade Department which supervises the operations of more than 1,800 Singer Sewing Centers plus a substantial number of independent appliance and department stores which sell Singer household sewing machines (including the automatic zigzag machine, the subject of this complaint) in the United States and Canada at the retail level; the Manufacturing Trade Department which markets (through branch offices in 44 United States and Canadian cities) the highly specialized machines which Singer makes for use in the needle trade (in most foreign countries a similar Manufacturing Trade Department organizational group exists); and the Latin America, Orien-

tal and European Departments which supervise selling operations in their respective territories.

[fol. 2484] (II) The Singer Sewing Centers operated by the Family Trade Department are all under the direct control of Singer Sewing Machine Company. With certain necessary limitations, they are alike in appearance and function. In addition to selling Singer products, they provide parts, service and sewing instructions. The sales personnel who operate these centers are salaried employees of Singer Sewing Machine Company.

The appliance and department stores which sell Singer products are independent of Singer ownership.

(2) Diehl Manufacturing Company, Singer's electrical division, which operates a factory at Finderne, New Jersey, for the manufacture of electrical motors, vacuum cleaners, fans and electrical products used in Singer sewing machines including the Singer automatic zigzag sewing machine, the subject of this complaint. These products are sold to the parent company and in certain cases to the electrical trade generally.

(3) Poinsett Lumber and Manufacturing Company which owns and operates timber lands, lumber mills and sewing machine cabinet factories in Trumann, Arkansas and Pickens, South Carolina, and a sewing machine factory in Anderson, South Carolina. The cabinets made in these factories are sold with and as a part of the Singer automatic zigzag sewing machine, the subject of this complaint.

(4) Haller, Raymond and Brown, Inc., a research and development company which has laboratories and other facilities in State College, Pennsylvania. It does research in the fields of electronic and mechanical engineering, sewing machines, applied physics and weapons system integration.

[fol. 2485] The Patented Machine

3. Essentially, United States patent No. 2,832,302, (Exhibit 1), discloses and claims an invention which enables an operator by a mere manipulation of one or more levers or knobs to preselect one of a great variety of ornamental stitch patterns which the machine, upon being actuated, will automatically reproduce in the material to be sewed. The use

of this invention entirely precludes the necessity for the operator to replace or substitute a different mechanism such as a cam or eccentric in a sewing machine each time it is desired to prepare the machine to produce a different type of ornamental stitch. More specifically, the invention defined by patent No. 2,832,302 provides an ornamental stitch sewing machine with a built-in stack of differently shaped rotary cams (each for forming a different pattern of needle movement transverse to the direction of movement of the material through the machine), a single cam follower with connections for swinging the needle transversely in response to the changes in profile of the selected cam, and, for pattern changes, an operator-responsive means to move the cam follower from engagement with a cam and thereafter relatively shift the follower and the cam stack lengthwise of the cam axis whereby the follower can be caused to engage and respond to any selected cam. Thus with each new cam selection the machine will be able to produce automatically a new ornamental stitch.

4. Singer has granted royalty-free licenses under said patent No. 2,832,302 to Arnaldo Vigorelli, S.p.A., Milan, Italy, and to Fritz Gegauf, A.G., Steckborn, Switzerland, for importation into the United States of certain designated models of automatic zigzag machines manufactured [fol. 2486] by said companies in Italy and Switzerland, respectively. Each of said licenses was granted in connection with the settlement of overlapping subject matter in applications for United States patents filed by the respective parties. Singer is presently in the process of granting a license under said patent No. 2,832,302 to Sears, Roebuck and Company of Chicago, Illinois, for importation into the United States but limited to a certain designated model automatic zigzag machine manufactured in Western Germany by Gritzner-Kayser A.G. No other licenses are in existence or in contemplation.

Imports under such licenses have been and are expected to continue to be very small.

Singer has been and remains concerned primarily with maintenance and expansion of its manufacturing operations in the United States and protection of said United States operations from destructive and unfair foreign competition.

History of Development and Singer's Research

5. Although non-automatic zigzag machines have been known since long prior to the turn of the century, the use of such machines in any notable degree in the home did not occur until after World War II. Cognizant of the limitations inherent in these machines, Singer has conducted a program of research to create a versatile zigzag machine automatic in its operation and free of the objectionable features of the then existing zigzag machines. This research culminated in the present Singer automatic zigzag machine and this product met immediate marketing success. The first seven months' sales of this machine, for example, were in excess of the total annual sales of any predecessor zigzag machine made by Singer, and at the present time, this machine constitutes Singer's most important product.

[fol. 2487] 6. (a) Singer has expended large sums of money for research, advertising and promotion in a continuous program of improving models of household sewing machines already on the market and in developing and introducing new models. In particular, Singer has expended large sums of money in developing, promoting, producing and marketing in the United States the aforesaid automatic zigzag machine. Said machine is advertised and sold under the trademark "Slant-O-Matic".

(b) In particular, since 1952, Singer has expended $7,000,000 in developing the design and preparing tools for production of the aforesaid automatic zigzag machine. The amount expended for advertising this specific machine alone, for the last year and one half, amounted to $2,430,000.00.

Singer's Good Will in Patented Machines

7. Singer household sewing machines, and in particular the aforesaid automatic zigzag machine, are favorably known throughout the trade and commerce of the United States and have acquired and possess a valuable good will. The consequent wide public acceptance of Singer's automatic zigzag machine concurrently with the decrease in sales of the Singer straight-stitch household machine due to foreign competition has resulted in the dollar volume of the sales of Singer's automatic zigzag machine being a very substantial part of all sales in the United States of

all Singer household sewing machines. Said good will and the maintenance of production in the United States of said automatic zigzag machine will be severely damaged unless the unfair competition through importation of infringing low-priced automatic zigzag machines is effectively restrained and prevented.

[fol. 2488] Foreign Imports of Infringing Machines

8. Household automatic zigzag sewing machines of foreign manufacture which are similar to the Singer product and which embody, employ or contain the inventions of the claims of said patent No. 2,832,302 are now being unfairly imported into the United States in sharply increasing volume. Said imported machines are being unfairly sold and offered for sale throughout the United States by a large number of importers and distributors, many unknown (all as will appear infra Paragraphs 26, 27 and 28), at extremely low prices which cannot be met by Singer (infra Paragraphs 12, 13, 14 and 15).

9. Imports of household automatic zigzag sewing machines are not separately reported by the United States Department of Commerce. On information and belief, such imports were small prior to 1957. On further information and belief, at or about and following the time when the Singer automatic zigzag machine was successfully introduced to the American market and a large advertising and promotional campaign therefor undertaken by Singer, imports sharply increased.

10. On information and belief, imports of the aforesaid automatic zigzag machines have come principally from Japan and now represent approximately 50% of sales by Singer of automatic zigzag machines and imports are increasing. The volume of imports of said household automatic zigzag sewing machines from countries other than Japan is unknown.

Singer's Retail Price of Patented Machines

11. Singer's aforesaid automatic zigzag machine is currently sold and offered for sale in the markets of the United States through its retail distributing centers and independent stores for a base retail price of $300.

[fol 2489] Retail U.S. Price of Foreign Machines

12. On information and belief, imported infringing machines are being sold and offered for sale throughout the markets of the United States at prices $100 or more below the said Singer price. No firm price exists for the sale and offer for sale of said imported machines of Japanese manufacture in the markets of the United States, and the quoted price of $100 or more below the retail price of Singer is seldom, if ever, adhered to. For example, a recent purchase from a United States retail store of such an automatic zigzag machine made in Japan by the Sanshin Company was made for $148 with no effort at all on the part of the purchaser to obtain a more favorable price. On further information and belief, a general practice exists of making reductions in any quoted price to insure a sale.

Japanese (MITI) "Check" Prices

13. As evidence of the ability of Japanese manufacturers to undersell the Singer products in the markets of the United States, on information and belief, the minimum or so-called "check" prices established by the Ministry of International Trade and Industry of Japan (MITI), for export from Japan of said automatic zigzag machines, range from $40 to $54 each.

Wholesale Prices in Japan

14. As further evidence of the ability of the Japanese manufacturers to undersell the Singer products in the markets of the United States, on information and belief, the current wholesale prices at which said Japanese-made automatic zigzag machines are sold and offered for sale for home consumption in Japan range from 11,050 to 17,270 yen, equivalent (at 360 yen—$1.00) to $30.70 to $48.00 each.

U.S. Wholesale Prices of Japanese Machines

15. The prices at which said automatic zigzag machines made in Japan are sold and offered for sale at wholesale throughout the United States are far below any price which can be set by Singer.

[fol. 2490] Other Foreign Machines

16. Imports of said machines from countries other than Japan are also sold and offered for sale throughout the markets of the United States at prices below the price of said Singer product.

U.S. Tariff Duty

17. The present tariff duty imposed upon the aforesaid machines under Paragraph 372, Tariff Act of 1930, as amended, is only 10% ad valorem. Any increase in such rate within the limits prescribed by existing law would be ineffective to restrain or prevent the unfair methods of competition and unfair acts herein complained against.

Singer Idle Capacity

18. Singer has idle plant capacity and equipment available in the United States (supra Paragraph 2 (e)) to increase its present production in the United States of said automatic zigzag machines by more than the amount of infringing and displacing imports. Any such increased domestic production would allow the employment of more American labor and reverse the trend of recent years forced upon Singer by severe import competition. For example, in the period 1950 to the present time, Singer has had to reduce its United States factory working force from 16,700 to 11,000 employees, a reduction of 5,700 employees.

Imports of Other Household Sewing Machines

19. The competitive situation which now faces Singer in attempting to maintain and expand production of automatic zigzag household sewing machines in the United States is illustrated by the recent history of the impact on American manufacturers of imports of other types and kinds of household sewing machines.

Prior to World War II, imports of household sewing machines into the United States were small and unim-[fol. 2491] portant. Such imports from Japan were negligible. The entire production of sewing machines in Japan prior to World War II was small, if not negligible.

20. Since World War II, production of household sewing machines in Japan has expanded enormously and that coun-

try has become an important factor in the world trade of this product. Since World War II, Japan has embargoed imports of every type of household sewing machine into that country. Imports into the United States from Japan, on the other hand, have shown a startling increase. From a total in 1948 of 3,029 machines, imports into the United States of all types and kinds of sewing machines in 1950 increased to 64,409 and in 1957, reached new record heights of well over 800,000 not including imports valued at and below ten dollars each. Imports have continued to increase in the year 1958. A tabulation of imports of all types and kinds of sewing machines from Japan, from other selected countries, and total imports from all sources for the years 1948 to and including six months of 1958, is attached hereto marked Exhibit 2.

Effect of Imports on Domestic Manufacturers

21. The tremendous volume of imports into the United States, as demonstrated by said Exhibit 2, has had a direct effect upon the sewing machine industry in the United States. In the period since World War II, on information and belief, the following companies which had theretofore been engaged in the manufacture in the United States of household sewing machines of various types have ceased such manufacturing operations.

United States Concerns Which Since World War II Have Discontinued the Manufacture in the United States of Household Type Sewing Machines

[fol. 2492] White Sewing Machine Corp.
11720 Berea Road
Cleveland 11, Ohio

Free Sewing Machine Company, Inc.
9855 W. Pico Boulevard
Los Angeles 35, California

The Bell Manufacturing Corp.
50 Church Street
New York 7, New York

Gellman Manufacturing Company, Inc.
1700 First Street
Rock Island, Illinois

22. Of the foregoing companies, on information and belief, the White Sewing Machine Corp., the Free Sewing Machine Company, Inc., and The Bell Manufacturing Corp. have become importers and distributors of foreign-made household sewing machines.

23. On further information and belief, Singer is with one small exception (New Process Gear Company of Syracuse, New York) the sole surviving manufacturer of household sewing machines in the United States.

Singer's Injury

24. (a) Singer has sustained injury from the increasing volume of foreign competition demonstrated by Exhibit 2. As a direct result of such increasing import volume and sale in the United States at low prices of such imported products, Singer has been forced steadily to reduce the number of household sewing machines manufactured by it in the United States. To meet such competition Singer has during the past ten years imported from its plants in Europe substantial numbers of sewing machines. To the date hereof Singer has not imported any of the aforesaid automatic zigzag machines. If the past pattern of severe competition continues unchecked, however, that alternative must be faced.

[fol. 2493] 25. Over the Years Singer has steadily increased its expenditures for research and development, has created and improved the latest manufacturing and production facilities and methods and systems of production, has maintained an efficient and highly integrated service department, and has produced and marketed constantly improved models of its products. In addition, Singer has expended large sums of money annually for advertising, education, and sales promotion through magazines, periodicals, newspapers, radio and television programs, all on a nation-wide basis (supra Paragraph 6). Despite these efforts, imports of household sewing machines particularly from Japan continue to increase.

Known Importers

26. On information and belief, automatic zigzag machines which embody the invention covered by the claims of Singer's patent No. 2,832,302 have been and are being imported into the United States by the following importers:

United States Importers of Machines Which Embody the Inventions of Singer Patent No. 2,832,302

Daiichi Bussan Kaisha Ltd. Offices at:

530 Fifth Avenue
New York 36, New York
141 W. Jackson Boulevard
Chicago 4, Illinois
Burt Building
1700 Paterson Street
Dallas, Texas
510 W. Sixth Street
Los Angeles 14, California
610 Paydras Street
New Orleans 12, Louisiana
310 S. W. Fourth Avenue
Portland 4, Oregon
465 California Street
San Francisco 4, California
821 Second Avenue
Seattle 4, Washington
Seawol Distributors Inc.
2736 W. Pick Boulevard
Los Angeles 6, California
S. K. S. Machine Company
4448 Broadway
New York 33, New York

Standard Sewing Equipment Corp. Offices at:

76 Ninth Avenue
New York 14, New York
19-23 Halsted Street
Chicago, Illinois
135 Glass Street
Dallas, Texas

[fol. 2494] United States Importers of Machines Which Embody the Inventions of Singer Patent No. 2,832,302

Brother International Corp.
122 W. 27th Street
New York 1, New York
Brother International Corp. of California
1059 South Flower Street
Los Angeles 15, California
Modern Sewing Machine Company, Inc.
302 Saratoga Avenue
Brooklyn 33, New York
Free Sewing Machine Company, Inc.
9855 W. Pico Boulevard
Los Angeles 35, California
The Bell Manufacturing Corp.
50 Church Street
New York 7, New York
Morse Sewing Machine & Supply Corp.
122 W. 26th Street
New York 1, New York
Royal Sewing Machine Corp.
344-354 Junius Street
Brooklyn 12, New York
Kanematsu New York, Inc.
150 Broadway, Room 2020
New York 38, New York
606 S. Fall Street
Los Angeles, California

Consolidated Sewing Machine Corp. Offices at:

1115 Broadway
New York 10, New York
138 Glass Street
Dallas 7, Texas
560 W. Harrison Street
Chicago 7, Illinois
925 So. Grand Avenue
Los Angeles 15, California
Montgomery Ward & Company, Inc.
Chicago, Illinois

Modern Sewing Machine & Supply Corp.
253-255 Rosbury Street
Boston 19, Massachusetts
White Sewing Machine Corp.
11720 Berea Road
Cleveland 11, Ohio

Stradivaro Sewing Machine Corp. of America Offices at:

302 Saratoga Avenue
Brooklyn 33, New York
1629 W. Carroll Avenue
Chicago 12, Illinois
212 S. Liberty Street
Winston-Salem, North Carolina
Balin Export Company
15 Moore Street
New York, New York
Elize Mercantile Corp.
1140 Broadway
New York 1, New York
Rockford Sewing Machine Company
321 W. State Street
Rockford, Illinois
Atlas Sewing Centers, Inc.
7630 Biscayne Blvd.
Miami, Florida

Known Foreign Manufacturers

27. On information and belief, automatic zigzag machines which infringe the claims of said patent No. 2,832,302 imported into the United States by the persons listed in [fol. 2495] Paragraph No. 26, and others unknown to Singer, are manufactured by one or more of the following firms outside of the United States and/or by others unknown:

Manufacturers of Machines Which Are Imported Into the United States and Infringe Singer Patent No. 2,832,302

Located in Japan

Nippon Sewing Machine Manufacturing Company, Ltd.
No. 25, 9-chome, Horita-dori, Mizuho-ku, Nagoya, Japan

Aichi Kogyo Company, Ltd.
50 Nakayama, Shigehara, Kariya City, Aichi Pref., Japan

Bansyu Sewing Machine Manufacturing Company, Ltd.
No. 961, Takaoka Takino-cho, Kato-gun, Hyogo Pref., Japan

Mitsubishi Electric Manufacturing Company, Ltd.
Tokyo Building, No. 3, 2-chome, Marunouchi, Chiyoda-ku, Tokyo, Japan

Tokyo Juki Industrial Company, Ltd.
No. 23, Kabuki-cho, Shinjuki-ku, Tokyo, Japan

Nakajima Sewing Machine Manufacturing Company, Ltd.
No. 45, 4-Bancho, Kozu, Minami-ku, Osaka, Japan

Sanshin Sewing Machine Company, Ltd.
No. 1579, Inatsuke-Shimashita-cho, Kita-ku, Tokyo, Japan

Maruzen Sewing Machine Company, Ltd.
No. 53, 1-chome, Ikaino-Higashi, Ikuno-ku, Osaka, Japan

Fuji Precision Machinery Company, Ltd.
Bridgestone Building, No. 1, 1-chome, Kyobashi, Chuo-ku, Tokyo, Japan

Happy Sewing Machine Manufacturing Company, Ltd.
No. 373, Miyamachi, Yamagata City, Japan

Fukoku Sewing Machine Manufacturing Company, Ltd.
No. 4, 2-chome, Toyo-cho, Naka-ku, Nagoya, Japan

Nishizawa Super Sewing Machine Company, Ltd.
No. 31, 3-chome, Ikunotashima-cho, Ikuno-ku, Osaka, Japan

Kawaura Sewing Machine Company, Ltd.
No. 18, 1-chome, Hijie-cho, Nakamura-ku, Nagoya, Japan

Fukusuke Tabi Company, Ltd.
No. 1944 Mimihara-cho, Sakai, Osaka, Japan

Sankyo Seiki Industry Company, Ltd.
No. 32, Mikuriya, Fuse, Osaka, Japan

[fol. 2496] Manufacturers of Machines Which Are Imported Into the United States and Infringe Singer Patent No. 2,832,302

Koyo Seiko Company, Ltd.
No. 2, Unagidani, Nishino-cho, Minami-ku, Osaka, Japan
Feather Sewing Machine Manufacturing Company, Ltd.
No. 73, 2-chome, Shiroyama-cho, Joto-ku, Osaka, Japan

Located in Sweden

Husqvarna Vapenfabriks AB
Husqvarna, Sweden

Located in Western Germany

Gritzner-Kayser A.G.
Karlsruhe, West Germany
Phoenix Nahmaschinen A.G.
Bielefeld, West Germany
Meister-Werke G.m.b.H.
Schweinfurt/Main, West Germany

Located in Switzerland

Turissa Nahmaschinenfabrik A.G.
Zurich, Switzerland
Favta Aktiengesellschaft Nahmaschinenfabrik
Kreuzlingen, Switzerland
Nahmaschinen-Fabrik Helvetia, A.G.
Luzern, Switzerland
Apparatebau A.G.
Goldach, Switzerland

Located in Italy

Borletti
Milan, Italy
Industria Macchine Utensili E Per Cucire
Pavia, Italy

Located in Spain

Maquinas De Coser Alfa S.A.
Eibar, Spain

Known Foreign Exporters

28. On information and belief, automatic zigzag machines which embody the invention covered by the claims of Singer's patent No. 2,832,302 have been and are being exported [fol. 2497] to the United States by the following firms and/or by others unknown:

Exporters to the United States of Machines Which Infringe Singer Patent No. 2,832,302

Brother International Corporation
No. 1, 1-chome, Akasaka Tamachi, Minato-ku, Tokyo, Japan
Daiichi Bussan Kaisha, Ltd.
Nissan Building, No. 2, 1-chome, Shibatamura-cho, Minato-ku, Tokyo, Japan
Nichimen Company, Ltd.
No. 15, 2-chome, Nakanoshima, Kita-ku, Osaka, Japan
Elize Mercantile Corporation
No. 42-45, 2-chome, Bakuromachi, Higashi-ku, Osaka, Japan
Eastern Machinery Trading Company, Ltd.
No. 117, Sandanda-Chitose, Amagasaki, Osaka, Japan
Kanematsu & Company, Ltd.
Daiwa Building, No. 125, 4-chome, Minami-Kyutaromachi, Higashi-Osaka, Japan
Commercial Pacific Tokyo, Ltd.
Hotel Teito, Room 315
No. 10, 1-chome, Marunouchi, Chiyoda-ku, Tokyo, Japan
Masuyama Trading Company, Ltd.
Masonic Building, No. 13, Sakae-cho, Shiba, Minato-ku, Tokyo, Japan

29. On information and belief, automatic zigzag machines which are covered by the claims of said United States Letters Patent No. 2,832,302 are manufactured by a large number of foreign manufacturers unknown to Singer and are imported into and distributed and sold in the United States by a large number of persons unknown to Singer.

Typical Foreign Machines

30. On information and belief, there are a number of minor variations in the type and structure of household automatic zigzag sewing machines imported into the United States which infringe the claims of Singer's patent No. 2,832,302. The following, however, are believed to be typical and fairly representative of all infringing imports insofar as structure and appropriation of the invention of said patent No. 2,832,302 are concerned:

[fol. 2498] (a) The Pacesetter manufactured by Nippon Sewing Machine Manufacturing Company, Ltd. of Japan and distributed in the United Sates by Brother International Corporation of New York.

(b) The Select-O-Matic, also manufactured by the said Nippon Sewing Machine Manufacturing Company, Ltd. and distributed by the said Brother Corporation as above.

(c) The Sanshin machines manufactured in Japan by Sanshin Sewing Machine Company, Ltd. and distributed in the United States under various trade names, including, among other distributors, Gimbel's Department Store, New York, New York.

Pending Litigation

31. On May 20, 1958, Singer filed suit for infringement of said patent No. 2,832,302 in the United States District Court for the Southern District of New York against Brother International Corporation, an importer and distributor of automatic zigzag machines from Japan. A copy of said complaint and the amended answer and counterclaim filed by Brother International Corporation on August 11, 1958, are attached hereto as Exhibits 3-A and 3-B, respectively.

32. A second suit for infringement of said patent was filed on September 10, 1958, in the United States District Court, Western District of South Carolina, against John S. Landers and Willie M. Landers, doing business as Sewing Machine Exchange. This suit involved a machine made in Japan by Sanshin Sewing Machine Company, Ltd. and sold in the United States under the brand name Universal. A copy of the complaint filed in said action together with

a copy of the consent decree entered therein on November 25, 1958, are attached hereto as Exhibits 4-A and 4-B, respectively.

[fol. 2499] 33. A third suit for infringement of said patent was filed on December 2, 1958, in the United States District Court for the Eastern District of South Carolina, Civil Action No. AC-241 against Alco Appliance Distributing Company. This suit involved the same Japanese-made Sanshin machine noted in Paragraph 32 above, but in the present case, it is sold under the brand name Fleetwood. A copy of said complaint is attached hereto as Exhibit 5.

No Adequate Legal Remedy

34. Singer is actively seeking to enforce its patent rights in courts of law. The remedy available therein, however, is wholly inadequate to meet the situation herein disclosed. Federal courts face the biggest backlog in their history and, with the greatest expedition, it seems impossible to bring a case to trial in any Federal District Court at an early date. The multiplicity of suits required to proceed against each and every presently known importer in many diverse jurisdictions throughout the United States, not to mention the insuperable difficulty of discovering the many unknown importers, accents the difficulties which confront Singer in pursuing its remedy in the courts. An injunction once obtained, too, may prove inadequate as the foreign manufacturer or exporter has only to select new agents or distributors for its product to make the road of injunctive relief in the courts an endless and fruitless one.

Danger to Domestic Industry

35. The sharply increasing volume of infringing imports of said automatic zigzag machines and the low prices at which such products are sold and offered for sale throughout the United States will result in curtailment and possible cessation of manufacturing in the United States with [fol. 2500] consequent heavy loss of employment and capital investment, unless early and effective relief be granted.

36. Effective relief is not possible in the courts of law. Section 337, as interpreted and applied by the Commission

and the courts, affords the only remedy available and application of that Section is vital to continuance of the domestic industry.

Wherefore, Singer prays:

1—That the United States Tariff Commission institute an immediate investigation for the purposes of Section 337, Tariff Act of 1930, as amended, of unfair methods of competition and unfair acts in the importation and sale in the United States of household automatic zigzag sewing machines, and parts thereof.

2—That the United States Tariff Commission submit an immediate report to the President recommending that pursuant to the provisions of subdivision (f) of said Section 337, the President forbid entry, pending completion of an investigation by the Commission of household automatic zigzag sewing machines and parts thereof which embody the inventions and infringe the claims of United States patent No. 2,832,302.

3—That the Commission order a public hearing herein at the earliest practicable date.

4—That after completion of its investigation the Commission transmit its final findings to the President recommending that household automatic zigzag sewing machines and parts thereof, covered by the claims of said United States patent No. 2,832,302 can be excluded from entry into the United States for the term of said patent.

[fols. 2501-2573] Respectfully, The Singer Manufacturing Company, 149 Broadway, New York, New York, By Donald P. Kircher, President.

Barnes, Richardson & Colburn, 25 Broadway, New York New York, By: J. Bradley Colburn.

Brumbaugh, Free, Graves & Donohue, 90 Broad Street, New York New York, By: Granville M. Brumbaugh,

STATE OF NEW YORK,
County of New York, ss:

On this 8th day of January, 1959, before me personally appeared Donald P. Kircher, to me known to be the President of The Singer Manufacturing Company, who being duly sworn, stated that he has read the foregoing complaint and knows the contents thereof and that the facts alleged therein are known by him to be true, except where alleged on information and belief, and that as to such facts he believes them to be true.

Margaret K. Clark, Notary Public.

Margaret K. Clark, Notary Public, State of New York.
Qualified in New York County, No. 31-5709900.
Term expires March 30, 1960.

[fol. 2574] IN UNITED STATES DISTRICT COURT

EXHIBIT S-17

During the period from January 1957 to December 1959, the following United States companie have engaged in importing, assembling and/or distributing machine-carried multiple cam replaceable cam, and/or manual zigzag sewing machines manufactured in Japan by the manu facturers indicated below:

Importers, Assemblers and/or Distributors	Machine-Carried Multiple Cam	Replaceable Cam	Manual
Balin Export Company	Sanshin		
Best Built (Bega Brothers)		Nishizawa Aichi Kogyo	Sanshin
Brother International	Nippon	Nippon	Nippon
Brother International of California	Nippon	Nippon	Nippon
Consolidated	Sankyo Seiki	Manufacturer Unknown	Sankyo Seiki
Fleetwood Industries	Sanshin	Sanshin Aichi Kogyo	
Free Sewing Machine Co.	Koyo Seiko	Riccar	Koyo Seiko
Gamble-Skogmo Stores	Nippon	Nippon	Nippon
Gimbels	Sanshin		Manufacturer Unknown Manufacturer Unknown
Goodyear Tire & Rubber Co.	Nippon	Nippon	Nippon
Macy's	Sanshin Kyokuto	Manufacturer Unknown Manufacturer Unknown	Sanshin Manufacturer Unknown Manufacturer Unknown
Modern Sewing Machine Co.	Kyokuto		Maruzen Aichi Kogyo Feather
Montgomery Ward & Co.		Nishizawa Happy	Nishizawa Happy Fuji Maruzen
Morse		Aichi Kogyo	Aichi Kogyo
New Home Sewing Machine Co.	Banshu Koyo Seiko	Osaka	Janome Koyo Seiko Manufacturer Unknown
Rockford Sewing Machine Co.		Nishizawa Happy	Nishizawa Happy Fuji Maruzen
Royal Sewing Machine Corp.		Aichi Kogyo Feather Nishizawa	Feather
Sears Roebuck & Co.		Maruzen	Maruzen
Sewing Machine Exchange of Philadelphia	Nippon	Nippon	Nippon
SKS Machine Co.	Sanshin	Sanshin Aichi Kogyo	
Standard Sewing Machine Co.	Sanshin Feather	Sanshin Aichi Kogyo	Sanshin Aichi Kogyo Matsushita

Importers, Assemblers and/or Distributors	Machine-Carried Multiple Cam	Replaceable Cam	Manual
Stradivaro	Sankyo Seiki	Aichi Kogyo	Minato
Transworld Industries	Feather		
			Manufacturer Unknown
W. T. Grant	Nippon	Nippon	Manufacturer Unknown
Western Auto Supply Co.	Nippon	Nippon	Nippon
White Sewing Machine Co.		Aichi Kogyo	Nippon
		Nishizawa	Aichi Kogyo
		Fuji	Janome
			Hosei

[fols. 2575-2579] IN UNITED STATES DISTRICT COURT

EXHIBIT S-18

Japanese Manufacturers Exporting Zigzag Sewing Machines to U.S.	Model Names: Machine-Carried Multiple Cam	Replaceable Cam	Manual
Aichi Kogyo (Toyota)		White Model 670	White Model 2137
		Universal TAZ	Universal Model MIN
		Stradivaro Model 95	Morse Fotomatic
		Fleetwood Model 289	New Morse Fotomatic
		Morse Duomatic	
		New Morse Duomatic	
		Royal Model No. 1000***	
		Best-Built Model 289	
		State Model 289	
Banshu	New Home Model 8033*		
Feather	Universal TViewer Model FSZ 120***	Royal Model 770	Modern Model 130
			Royal Model 666 PERF
Fuji (Rhythm)		White Model 673	Ward's Zigzag Model 788
Fukoku	Vogue Stitch Model 88***		
Happy		Signature 23 Cams Automatic	Signature De Luxe Zigzag
		Signature 7 Cams Automatic	
Hosei			
Janome			White Model 265
			White Model 671
			White Zigzag
Koyo Seiko	Free-Westinghouse Model 803A*		New Home Model 370
			Free-Westinghouse Model 603
Kyukoto (Eastern)	Modern Model 116**		New Home Model 6033
	Vogue Stitch Model D**		
	Alden's Cam 3-in-1**		

Japanese Manufacturers Exporting Zigzag Sewing Machines to U.S.	Model Names: Machine-Carried Multiple Cam	Replaceable Cam	Manual
Maruzen		Kenmore Model E Kenmore Model F Kenmore Tri-Span 88	Challenge Zigzag Kenmore C Macy's Automatic Zigzag
Matsushita			Universal Super Zigzag
Minato			Stradivaro Model 125
Nippon	Selectomatic 90* Super Selectomatic 100* Wizard or Selectomatic 150* Pacesetter 200*	Brother Galaxie 230	Riviera 110 Electra 140 Flairmatic 190 Super Flairmatic 190B Customatic 240
Nishizawa		Signature 16 Cams Automatic Best-Built Model 130 State Model 130 Royal Model 775 White Model 672	Signature Model URR 789A. Serial 55X
Osaka		New Home Model 12033	
Riccar		Free-Westinghouse Model 803	
Sankyo Seiki	Consolidated Sewmor 740** #		Sewmor Model 707#
	Consolidated Sewmor 770**1#		Style 900
	Consolidated Sewmor 990**1#		
Sanshin	Gimbel's Single Dial Model*	Universal Semi-Automatic	Macy's Zigzag
	Fleetwood 958*	Fleetwood Model 400	Seam Master Z
	Universal Single Dial*		Sanshin Zigzag
	Universal Two-Selector Handle Model*		

* Infringes Gegauf Patent No. 2,832,302.
** Does not infringe Gegauf Patent No. 2,832,302.
**1 Does not infringe Gegauf Patent No. 2,832,302 since end of 1958.
**2 Infringes Johnson Patent No. 2,862,468 and Perla Patent No. 2,810,360.
*** This Royal machine is available with the following additional trademarks: Baldwin, Edison, Vigetti
# All machine-carried multiple cam Sewmor machines are available under the following additional trademarks: Viscount, Belair.

[fol. 2580] IN UNITED STATES DISTRICT COURT

EXHIBIT S-20

During the period from January 1957 to December 1959 the following United States companies have engaged in importing, assembling and/or distributing machine-carried multiple cam, replaceable cam, and/or manual zigzag sewing machines manufactured in Europe by the manufacturers indicated below:

Importers, Assemblers and/or Distributors	Machine-Carried Multiple Cam	Replaceable Cam	Manual
A B C Sewing Machine Co.	Phoenix		
A. C. Weber & Co., Inc.	Pfaff		Pfaff
A. E. Dufenhurst Co.		Anker	
Adler Industries Inc.		Adler	Adler
American Anker Co.		Anker	
Arrow Products, Inc.			Lada 132
Artophone International Corp.	Phoenix		
B & B Distributors	Pfaff		Pfaff
Bell Portable Sewing Mach. Corp.	Messerschmitt		
Belvedere—Adler Industries		Adler	Adler
Belvedere Sales Co.		Adler	Adler
Bernina Sewing Machine Co.	Gegauf		
Consolidated Sewing Machine Corp.	Husqvarna		
Elna Sewing Machine Co.		Tavaro	Tavaro
Free Sewing Machine Co.	Borletti		
Gertz		Necchi, Tavaro	
Gimbels	Pfaff		
Gramatan Sewing Machine Co., Inc.	Pfaff	Necchi	Pfaff
Hahne & Co. Dept. Store	Gritzner-Kayser	Gritzner-Kayser	
Husqvarna of Sweden, Inc.	Husqvarna		Husqvarna
Jacob Goldfarb & Co., Inc.		Viscontea	
Leiner's Sewing Machine & Vacuum Cleaners		Tavaro	Tavaro
Lit Bros. Dept. Stores	Gritzner-Kayser		
Melrose Sewing Machine Co.		Adler	
Modern Sewing Machine Co.		Fridor	
Necchi Sewing Machine Sales Corp.		Necchi	Necchi
New-Home Sewing Machine Co.	Borletti		
Pfaff American Sales Corp.	Pfaff		Pfaff
Sears, Roebuck & Co.	Gritzner-Kayser	Gritzner-Kayser	
Sewing Machine Center		Anker	
Sewing Machine Exchange, Inc.		Adler	
Sirota Marion Shipping Co.	Vigorelli		
Transworld Equipment Corp.			Lada
Turissa Distributing Co.	Turissa		Turissa
White Sewing Machine Corp.	Gritzner-Kayser		

[fol. 2581] IN UNITED STATES DISTRICT COURT

EXHIBIT S-21

European Manufacturers Exporting Zigzag Sewing Machines to the U.S.	Model Names		
	Machine-Carried Multiple Cam	Replaceable Cam	Manual
Czechoslovakia:			
Lada			Lada 132
Holland:			
N. V. Fridor Fabrieken		Fridor Automatic	
Italy:			
Arnaldo Vigorelli S.p.A.	Robot		
Fratelli Borletti S.p.A.	Free Westinghouse 1203 New Home Model 1102		
Viscontea Battaglia S.p.A.		Visnova-matic	
Vittorio Necchi S.p.A.		Supernova Supernova Ultra Mark 2 Necchi Nora	Necchi Miranda
Sweden:			
Husqvarna Vapenfabrik A. G.	Viking 21A Viking 51		Class 19
Switzerland:			
Fritz-Gegauf A. G.	Record Favorit		
Tavaro, S. A.		Elna Automatic Elna/Supermatic Elna Plana Supermatic Elna Plana Automatic Electra	Elna Zigzag
Turissa Nahmaschinenfabrik A. G.	Novomatic		Turissa
West Germany:			
Anker-Werke A. G.		Anker FZ Automatic Anker DZK Automatic	
G. M. Pfaff A. G.	Model 260 (formerly Model 230) Model 360 (formerly Model 332)		Model 130 Model 229 Model 259 Model 360-6
Gritzner-Kayser A. G.	White Model 666* Lady Kenmore	White FZ Automatic Kenmore Automatic White Domestic Imperial Automatic 941	
Kochs Adlernahmaschinen Werke A. G.		Adlermatic 189A Victoria 589A Adler 789A Adlermatic 589A	Adler 189 Adler 200
Messerschmitt A. G.	Bell Messerschmitt Model 502* Bell Messerschmitt Model 603N*		
Phoenix-Nahmaschinen A. G.	Phoenix Automatic Model 283		

* No imports after 1958

EXHIBIT S-31

FOR THE YEAR OF 1957
FROM JANUARY TO DECEMBER

昭和33年1月～12月 家庭用ミシン輸出承認実績表

LIST OF APPROVED EXPORTS OF FAMILY SEWING-MACHINES

(MACHINERY EXPORTS)

DESTINATION	HEAD ONLY					TREADLE		HAND		ELECTRIC		STRAIGHT MACHINE HEAD ONLY				ZIG-ZAG		PARTS	
				UNITS	VALUE	UNITS	VALUE	UNITS	VALUE	UNITS	VALUE	SEMI ZIG	SEMI STRAIGHT AUTO	FULL ZIG	FULL STRAIGHT AUTO	UNITS	VALUE	VALUE	UNITS
KOREA	2,780	745	2,525	6,050	148,801	108	3,852	26	525	5	219	210	—	—	30	240	9,285	—	—	74,805	6,424
RYUKYU	54	54	—	88	2,519	5,883	148,067	—	—	95	4,311	—	—	3	12	15	1,119	172	12,401	31,560	4,201
HONG KONG	37,407	3,201	—	40,608	644,068	626	19,905	107	2,457	—	—	11	21	12	34	78	3,963	—	—	322,750	41,419
VIET NAM	5,910	—	150	5,650	91,300	15,090	545,801	—	—	10	420	—	—	—	—	—	—	—	—	102,608	20,750
THAILAND	7	—	—	7	113	11,874	418,544	—	—	1	36	—	2	20	11	33	1,781	442	28,247	12,372	12,357
PHILIPPINES	718	—	—	718	10,208	9,523	338,577	608	14,110	8	296	—	—	—	—	—	—	18	1,108	25,267	10,875
SINGAPORE	45,414	260	—	45,674	715,568	10,069	348,077	830	23,610	45	1,594	5	4	—	—	9	356	12	795	663,419	54,637
INDONESIA	2,576	2,585	15	5,176	111,251	13,928	800,179	134	5,178	90	3,928	—	—	—	12	12	965	66	4,477	443,605	19,406
BURMA	74,006	—	—	74,006	1,057,051	40	1,385	—	—	—	—	—	—	575	—	575	25,300	—	—	1,118,915	74,621
INDIA	34	—	—	34	568	9,745	352,226	—	—	—	—	—	—	—	—	—	—	26	1,948	130,225	9,805
PAKISTAN	4,501	—	—	4,501	74,561	448	17,648	2	47	1	56	—	—	35	—	35	1,680	—	—	109,365	4,987
CEYLON	2,449	144	—	2,612	40,354	55	1,885	24	514	—	—	—	—	6	—	6	284	—	—	240,601	2,696
IRAN	2	—	1	3	58	1,728	62,270	198	4,457	—	—	—	—	—	3	3	252	4	289	2,583	1,936
IRAQ	3,756	170	—	3,926	57,328	1,995	68,826	21,985	505,029	233	8,304	—	—	—	—	—	—	2	103	28,176	28,121
ADEN	1,177	—	—	1,177	17,896	4,315	146,548	1,652	38,018	2	51	—	—	2	1	3	142	29	1,983	22,899	7,178
SAUDI ARABIA	1	—	—	1	16	1,045	33,537	1,541	36,946	105	3,336	—	—	—	3	3	142	11	669	3,781	2,706
JORDAN	—	—	—	—	—	660	23,095	3,752	81,731	—	—	—	—	—	—	—	—	—	—	1,796	4,392
SYRIA	484	—	—	686	10,618	3,672	128,380	657	22,715	—	—	—	—	—	1	1	54	6	385	11,907	5,022
LEBANON	715	—	475	1,490	22,254	2,957	101,709	557	8,432	18	881	—	—	—	—	—	—	2	107	25,945	4,804
OTHERS	2,797	93	127	3,915	57,166	5,140	175,254	660	14,118	8	421	2	4	7	22	34	1,709	15	1,109	21,028	9,772
	2,807	9	—	2,876	45,164	9,175	322,635	3,269	74,576	68	2,405	1	12	57	92	162	9,221	172	10,918	129,150	13,720
NETHERLANDS	4,214	1,426	30	5,672	97,351	—	—	—	—	—	—	24	5	86	1	166	6,564	—	—	44,675	7,058
BELGIUM	3,780	3,615	58	6,456	155,460	80	2,950	1	4	65	2,532	1,405	190	1,154	344	3,071	122,500	10	590	9,735	9,686
W. GERMANY	14,052	2,254	26	17,312	279,266	41	701	—	—	1	36	11	16	27	87	141	6,939	20	1,900	7,711	11,515
AUSTRIA	8,446	2,259	86	10,991	174,318	4,750	163,854	621	14,748	96	3,945	102	11	113	72	303	14,138	218	14,770	12,817	16,959
U.S.A.	326,188	282,141	71,082	679,411	11,601,150	317	11,407	—	—	8	299	113,636	56,805	3,485	58,705	232,631	8,737,386	1,925	135,290	294,478	93,292
CANADA	21,149	9,170	1,851	32,170	521,232	—	—	—	—	—	—	920	745	959	1,111	3,715	176,811	100	7,450	81,447	40,980
MEXICO	44,127	244	120	44,891	716,885	1,856	61,962	16	372	65	1,785	291	—	26	102	382	16,216	12	898	194,362	15,402
GUATEMALA	315	1	—	316	5,088	4,112	146,370	15	342	66	2,426	—	—	—	—	—	—	41	2,824	4,182	4,438
HONDURAS	20	—	54	74	1,029	2,568	91,734	79	1,747	7	282	—	—	—	—	—	—	42	2,586	7,087	2,770
SALVADOR	15	—	—	15	254	4,595	159,606	22	498	—	—	—	—	—	—	—	—	7	463	6,044	4,689
NICARAGUA	175	—	5	180	2,983	1,715	61,687	—	—	—	—	—	—	—	—	—	—	20	1,503	4,687	1,915
COSTA RICA	190	21	—	211	3,885	3,268	116,839	18	453	—	—	—	—	6	—	6	486	114	7,987	9,352	7,617
PANAMA	41	1	—	42	659	558	19,820	701	15,317	7	328	—	—	—	12	12	1,081	13	946	1,794	1,333
COLOMBIA	11,979	200	—	12,179	184,197	12	419	30	675	—	—	—	30	—	3	33	678	—	—	20,897	12,284
VENEZUELA	596	5	2	603	9,257	12,146	445,271	2,995	68,878	79	3,185	—	—	—	49	49	2,398	194	15,943	45,217	7,059
ECUADOR	6,040	515	16	6,581	102,521	221	5,645	171	4,018	5	235	—	—	3	35	38	2,282	—	—	23,661	3,018
PERU	5,281	210	142	5,633	86,997	22,725	811,959	10,717	246,727	20	669	—	—	—	—	8	314	199	14,673	89,319	59,532
CHILE	619	44	20	683	12,059	55,859	2,008,261	1,094	26,842	1,508	67,654	—	—	—	1	1	6	403	29,219	52,245	59,570
BRAZIL	9,050	—	—	9,050	128,125	—	—	—	—	—	—	—	—	542	216	758	45,012	—	—	234,246	9,778
URUGUAY	1,910	—	20	1,930	42,531	5,527	195,910	20	914	170	7,307	—	—	—	1	1	54	1	59	2,945	7,639
OTHERS	2,412	240	40	2,692	40,026	15,055	534,850	892	21,117	172	6,551	—	—	—	—	—	—	92	6,506	66,295	18,915
CUBA	5,401	120	—	5,521	111,469	18,624	646,888	—	—	47	2,162	—	—	—	62	62	4,624	121	9,125	39,475	24,574
DOMINICAN REP.	25	—	—	25	550	2,481	82,381	189	4,536	21	765	—	—	—	3	3	210	26	1,747	2,962	2,757
PUERTO RICO	24	3	—	27	444	858	30,757	10	210	6	219	—	—	—	7	7	286	2	140	947	911
OTHERS	108	10	—	118	1,863	3,487	125,610	1,119	26,340	176	5,969	—	1	—	2	3	175	51	1,848	9,118	4,944
EGYPT	3,329	84	39	3,452	52,528	1,575	54,724	90	2,077	5	168	—	1	2	4	7	261	14	860	26,758	5,196
NIGERIA	366	18	4	388	5,837	2,670	92,199	869	20,430	10	374	17	—	20	4	41	2,119	76	4,998	22,677	4,154
LIBERIA	674	7	103	784	11,750	2,370	80,869	8,015	182,847	415	9,586	11,335	—	64	12	11,411	349,047	407	21,329	102,438	5,460
OTHERS	147	3	40	190	3,015	3,815	135,285	2,040	48,414	41	1,525	1,015	—	21	11	1,057	33,188	167	11,423	18,065	2,910
AUSTRALIA	4,201	5,144	871	10,216	192,020	57	2,095	133	3,277	38	1,325	160	40	1	1,803	2,004	111,617	4	290	8,128	4,125
NEW ZEALAND	—	—	—	—	—	—	—	15	396	14	504	12	—	2	—	12	606	—	—	784	441
OTHERS	7,084	719	78	7,881	125,571	125	4,850	408	10,110	137	3,896	44	5	1	154	182	9,064	1,259	68,371	68,814	9,992
計	671,565	316,916	78,670	1067,149	17,752,705	277,443	9,848,101	66,060	1,581,913	5,862	150,882	129,228	57,869	7,244	33,042	257,383	9,694,176	6,522	431,068	5,184,041	1,678,419

EXHIBIT S-31

昭和32年1月—12月 家庭用ミシン輸出承認実績表

LIST OF APPROVED EXPORTS OF FAMILY SEWING-MACHINES

(機械情報産業局重工業品輸出課調)
(MACHINERY EXPORT SEC., HEAVY INDUSTRY BUREAU, MITI)

	TREADLE		HAND		ELECTRIC		MACHINE (HEAD ONLY)						ZIGZAG		PARTS	GRAND TOTAL		NO. OF LICENSE	DESTINATION	
VALUE	UNITS	VALUE	UNITS	VALUE	UNITS	VALUE	SEMI-ZIG	SEMI-AUTO	FULL-ZIG	FULL-AUTO	UNITS	VALUE	UNITS	VALUE	VALUE	UNITS	VALUE			
148,801	103	3,852	26	525	5	219	210	—	—	30	240	9,285	—	—	74,805	6,424	257,487	114	KOREA	ASIA
2,519	3,833	143,067	—	—	93	4,311	—	—	3	12	15	1,119	172	12,401	31,560	4,201	194,977	522	RYUKYU	
644,[illegible]8	626	19,905	107	2,457	—	—	11	21	12	34	78	3,963	—	—	322,750	41,419	993,125	586	HONG KONG	
91,300	15,090	545,801	—	—	10	420	—	—	—	—	—	—	—	—	102,608	20,750	740,129	111	VIETNAM	T
113	11,874	418,544	—	—	1	36	—	2	20	11	33	1,781	442	28,247	12,372	12,357	461,093	205	THAILAND	
10,208	9,523	338,577	608	14,110	8	296	—	—	—	—	—	—	18	1,108	25,267	10,875	389,596	223	MALAYA	
715,368	10,069	348,077	830	23,610	43	1,594	5	4	—	—	9	356	12	795	663,419	54,637	1,753,249	401	SINGAPORE	
111,231	13,928	500,179	134	3,118	90	3,928	—	—	—	12	12	965	66	4,477	445,605	19,406	1,067,523	206	PHILIPPINE	
057,031	40	1,385	—	—	—	—	—	—	575	—	575	25,300	—	—	1,118,915	74,621	2,202,631	415	INDONESIA	
555	9,745	352,226	—	—	—	—	—	—	—	—	—	—	26	1,948	130,225	9,805	484,952	99	BURMA	
74,56[illegible]	448	17,648	2	47	1	36	—	—	35	—	35	1,680	—	—	109,365	4,987	205,337	210	INDIA	
40,354	53	1,885	24	514	—	—	—	—	6	—	6	284	—	—	240,601	2,696	283,658	345	PAKISTAN	
58	1,728	62,270	198	4,457	—	—	—	—	—	3	3	252	4	289	2,583	1,936	69,869	60	CEYLON	
57,328	1,995	68,826	21,985	505,055	233	8,304	—	—	—	—	—	—	2	103	28,176	28,121	667,762	188	IRAN	
17,896	4,315	146,548	1,652	38,018	2	51	—	—	2	1	3	142	29	1,985	22,899	7,178	227,527	132	IRAQ	
16	1,045	33,537	1,541	36,996	105	3,336	—	—	—	3	3	142	11	619	3,781	2,706	78,457	103	TAIWAN	
—	660	23,093	3,732	81,751	—	—	—	—	—	—	—	—	—	—	1,796	4,392	106,620	44	SAUDI ARABIA	
10,618	3,672	128,380	657	22,715	—	—	—	—	—	1	1	54	6	385	11,907	5,022	174,049	98	JORDAN	T
22,254	2,957	101,709	357	8,422	18	881	—	—	—	—	—	—	2	107	25,945	4,824	157,318	70	SYRIA	
57,166	5,140	175,254	660	14,148	8	321	2	3	7	22	34	1,709	15	1,109	21,028	9,772	270,770	166	LEBANON	
43,164	9,173	322,635	3,269	74,516	68	2,415	1	12	57	92	162	9,221	172	10,918	139,150	35,720	992,039	340	OTHERS	
97,351	—	—	—	—	—	—	74	5	86	1	166	6,564	—	—	44,675	7,038	348,588	135	NETHERLAND	西
133,460	80	2,950	1	4	65	2,532	1,405	190	1,154	344	3,071	122,500	10	590	9,755	9,680	477,389	122	BELGIUM	ヨ
279,266	41	701	—	—	1	36	11	16	27	87	141	6,939	20	1,900	7,711	11,515	296,553	198	W. GERMANY	ー
174,318	4,730	163,854	621	14,748	96	3,945	107	11	113	72	303	14,138	218	14,770	12,817	16,959	398,690	197	OTHERS	ロ
1,601,150	317	11,407	—	—	8	299	113,646	56,805	3,485	58,705	232,631	8,737,186	1,925	135,290	294,478	924,292	21,781,210	1,527	U.S.A.	北
521,232	—	—	—	—	—	—	920	745	939	1,111	3,715	176,801	100	7,750	81,427	42,980	769,050	215	CANADA	米
716,883	1,856	61,962	16	372	65	1,783	251	—	96	105	382	16,216	12	818	295,362	31,202	1,121,906	201	MEXICO	
3,088	4,112	146,370	13	342	66	3,426	—	—	—	—	—	—	41	2,826	4,082	4,458	162,144	102	GUATEMALA	中
1,029	2,568	91,734	79	1,747	7	282	—	—	—	—	—	—	42	2,586	3,067	3,770	101,445	98	HONDURAS	
254	4,595	159,606	22	498	—	—	—	—	—	—	—	—	7	463	6,044	4,639	166,863	62	SALVADOR	
2,983	1,715	61,687	—	—	—	—	—	—	—	—	—	—	20	1,503	4,687	1,915	70,861	59	NICARAGUA	
3,885	3,268	116,859	18	455	—	—	—	—	6	—	6	448	114	7,987	2,352	5,617	131,924	99	COSTA RICA	
659	558	19,820	701	15,317	7	328	—	—	—	12	12	1,081	13	946	1,794	1,333	39,941	79	PANAMA	M.O. & SOUTH
184,197	12	419	30	675	—	—	—	10	1	2	13	675	—	—	20,897	12,234	205,867	34	COLUMBIA	AMERICA
9,257	12,146	445,271	2,995	68,878	79	3,185	1	—	—	29	43	2,398	199	15,943	43,011	4,052	87,909	70	VENEZUELA	
102,521	221	5,645	171	4,038	5	235	—	—	1	25	31	1,282	—	—	73,681	1,018	69,294	113	ECUADOR	
86,997	22,725	811,959	10,717	246,727	20	669	8	—	—	—	8	74	199	14,675	69,419	59,706	1,350,724	435	PERU	
12,059	55,859	2,008,261	1,094	26,892	1,508	67,654	—	—	—	1	1	1.6	420	29,259	52,345	59,570	96,524	139	CHILE	
128,125	—	—	—	—	—	—	—	—	532	216	748	45,012	—	—	236,236	9,778	9,403	75	BRAZIL	
42,531	5,527	195,910	20	914	170	7,307	—	—	—	1	1	5	1	59	2,845	7,639	49,166	101	URUGUAY	米
42,026	15,056	534,850	892	21,112	172	6,551	—	—	—	—	—	33	92	6,506	66,295	18,915	677,479	167	OTHERS	
111,469	18,624	646,888	—	—	47	2,162	—	—	—	62	62	2,624	120	9,125	29,475	23,574	1,[illegible]42	201	CUBA	西
350	2,481	82,381	189	4,596	21	765	—	—	—	5	5	224	26	2,747	2,962	2,757	93,014	78	DOMINICAN REP.	インド
444	858	30,757	10	210	6	219	—	—	—	7	7	286	2	140	947	910	32,[illegible]29	63	PUERTO RICO	諸島
1,863	3,487	125,410	1,119	26,350	176	5,969	—	1	—	2	3	175	21	1,848	9,118	4,974	763	143	OTHERS	他
52,528	1,573	54,724	90	2,017	5	168	—	1	24	4	61	2,084	14	860	26,738	5,195	92,159	62	EGYPT	
5,837	2,670	92,199	869	20,430	10	374	17	—	20	4	41	2,159	76	4,998	22,677	4,[illegible]54	158,674	187	NIGERIA	AFRICA
11,730	2,370	80,869	8,015	182,847	413	9,585	11,335	—	64	12	11,411	349,047	407	21,328	103,448	3,401	5,854	525	UNDES. AFRICA	
3,015	3,815	135,285	2,040	48,414	41	1,525	1,015	—	51	11	1,057	33,168	167	11,423	18,063	7,510	2[illegible]892	255	OTHERS	他
192,020	57	2,095	133	3,277	38	1,325	160	40	1	1,823	2,024	111,617	4	290	8,[illegible]28	[illegible]472	[illegible]8,622	121	AUSTRALIA	
—	—	—	15	396	14	504	12	—	—	—	12	606	—	—	784	41	1,890	6	HAWAII	OCEANIA
125,571	125	4,850	408	10,110	137	3,896	44	5	—	154	182	9,064	1,259	68,371	68,814	9,992	290,626	150	OTHERS	他
17,752,705	277,443	9,848,101	66,060	1,581,913	8,862	150,882	129,228	57,869	7,244	63,042	257,383	9,694,176	6,522	431,068	5,184,041	1,678,419	44,592,886	10,732	TO TAL	

Exhibit S-31

EXHIBIT S-32

For the year of 1958
Jan. January to December

昭和33年1月～12月家庭用ミシン輸出承認実績表
LIST OF APPROVED EXPORTS OF FAMILY SEWING-MACHINES

(MA

地域	仕向地 Destination	頭 Head Only					足 Treadle		手 Hand		電 Electric		Zig-Zag Machine 以上						Zigzag Compl	
		数量 Quantity		その他 other	計 Total	価額 Value $	数量 Unit	価額 Value $	数量 Unit	価額 Value $	数量 Unit	価額 Value $	Semi Zig.	Semi Auto.	Full Zig.	Full Auto.	Total	価額 Value $	数量 Units	価額 Value $
	Korea 国	475	4,226	—	4,701	100,053	396	14,488	7	192	1	34	1,518	—	—	23	1,541	52,502	—	—
	琉球 Ryukyu	12	—	—	12	185	3,391	125,800	—	—	86	4,415	—	—	2	—	2	86	165	11,809
	Hongkong	26,115	1,497	130	27,742	456,771	315	11,287	10	226	—	—	—	6	—	33	39	1,326	10	771
T	Viet Nam	10,350	—	—	10,350	167,015	200	6,901	—	—	—	—	—	—	—	—	—	—	—	—
	Thailand	—	8,110	—	8,110	252,791	13,470	468,659	14	327	1	35	10	—	3	4	17	678	265	16,338
	Malaya	147	5	—	152	2,586	6,656	230,198	592	13,368	25	900	2	—	—	—	4	157	7	250
	Singapore	22,054	75	—	22,129	474,959	4,534	157,671	420	9,446	27	958	—	12	4	—	16	614	8	519
	Philippine	9,057	9,208	50	18,315	345,900	876	30,921	40	900	—	—	1	—	—	251	252	14,607	3	223
	Indonesia	4,825	—	—	4,825	69,263	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	Burma ヤ	—	—	—	—	—	732	25,212	—	—	4	176	—	—	—	—	—	—	—	—
	India ド	4	—	—	4	56	52	1,061	6	132	—	—	—	—	—	8	8	353	1	266
	Pakistan	824	155	—	979	15,724	89	2,342	14	311	6	172	—	—	—	—	—	—	—	—
	Ceylon ン	—	—	—	—	—	2,492	91,486	74	1,780	11	454	—	—	—	7	7	392	24	1,897
	Iran ン	4,156	11	1	4,168	62,663	5,142	146,486	67,145	1,518,040	265	6,118	4	—	4	—	8	311	—	—
	Iraq ク	255	—	—	255	3,623	7,198	239,122	1,269	28,342	11	415	2	—	1	—	3	116	—	—
	Sudan ン	94	8	—	102	1,832	2,450	85,529	1,496	34,259	55	1,347	12	—	1	9	22	906	17	967
	Sumatra	215	5	620	840	11,077	1,716	58,918	8,051	179,761	—	—	—	—	—	—	—	—	5	258
T	Jordan	135	1	19	155	2,598	5,162	170,152	302	6,765	2	64	—	—	—	—	—	—	4	225
	Syria ア	2,236	—	734	2,970	43,629	4,883	162,800	287	6,219	—	—	—	—	—	—	—	—	—	—
	Lebanon	520	9	380	909	13,197	3,121	107,336	481	10,678	5	98	1	—	1	8	10	509	32	2,098
	Others 他	3,978	55	—	4,033	58,735	10,014	359,222	4,135	91,500	51	1,161	98	25	55	55	213	9,915	252	15,656
	Holland ダ	5,890	1,944	329	8,163	136,638	—	—	4	69	101	1,[illegible]	1,459	160	568	3	1,980	69,353	—	—
	Belgium ベ	3,943	4,740	6	8,689	144,616	10	450	50	1,256	6	388	3,258	464	1,687	1,010	6,451	248,634	8	501
	W. Germany	28,121	3,044	134	31,299	486,786	10	349	10	225	17	722	755	—	559	1	1,415	54,442	—	—
	Others 他	14,985	4,877	966	20,826	324,457	7,635	264,496	1,268	29,065	61	2,097	5,311	469	97	47	5,784	181,389	243	15,878
	U. S. A. ス	265,180	324,912	51,018	641,110	11,012,742	276	9,902	20	774	2,001	61,367	72,030	37,256	2,241	135	388,431	12,156,510	178	6,365
	Canada ダ	25,690	19,271	7,703	52,664	886,608	1	33	—	—	525	9,800	2,322	5,315	100	60	21,797	794,034	14	1,527
	Mexico コ	29,922	1,003	—	30,925	448,889	1,909	68,912	12	265	4	110	547	249	3	91	630	25,721	289	12,672
	Guatemala	143	—	—	143	2,131	4,329	152,190	35	844	—	—	20	—	—	—	20	650	88	4,670
	Honduras	10	—	18	28	388	3,986	141,317	146	3,107	2	53	—	—	—	—	—	—	114	6,101
	Salvador	—	—	—	—	—	2,951	105,511	12	270	—	91	—	—	—	—	—	—	25	1,323
	Nicaragua	380	—	30	410	6,617	4,087	143,609	—	—	—	—	5	—	8	6	19	870	40	2,942
	Costa Rica	489	—	—	489	7,324	4,230	151,635	176	4,115	2	106	10	—	—	5	15	901	207	8,126
	Panama	106	12	—	118	1,780	1,617	58,804	1,660	37,761	9	295	—	—	—	—	—	—	79	3,576
	Colombia	10,450	—	—	10,450	155,525	455	16,805	—	—	—	—	—	—	—	—	—	—	—	—
	Venezuela	305	144	—	447	7,807	16,626	599,535	3,385	75,545	57	2,[illegible]	5	1	8	66	78	4,[illegible]	410	31,[illegible]
	Ecuador	5,295	716	4	6,013	92,545	100	2,270	262	6,177	20	501	1	44	26	73	265	10,236	—	—
	Peru —	4,919	—	288	5,207	75,343	16,039	565,757	825	18,571	1	35	—	4	—	—	11	535	105	8,[illegible]37
	Chile —	411	45	—	456	6,947	5,231	136,148	162	5,655	30	1,[illegible]30	—	—	1	—	4	178	59	2,[illegible]77
	Brazil ル	6,454	—	—	6,454	93,583	—	—	—	—	—	—	50	342	48	441	881	45,963	23	1,461
	Uruguay	51	33	—	84	1,359	900	31,360	—	—	—	—	—	—	—	—	—	—	—	—
	Others 他	18,526	80	17	18,623	278,469	23,222	842,462	1,240	27,385	85	3,002	—	—	—	8	52	1,273	157	9,641
	Cuba — ス	1,178	640	—	1,818	30,808	11,666	404,694	540	11,[illegible]	25	1,[illegible]	—	—	—	29	29	1,[illegible]66	7	393
	Dominican	151	—	—	151	2,189	2,522	89,146	179	4,21[illegible]	1	53	1	7	1	—	9	396	51	3,[illegible]29
	Puerto Rico	78	14	—	92	1,496	625	22,472	15	341	5	655	—	4	—	10	14	717	1	59
	Others 他	156	500	—	656	12,265	2,843	100,[illegible]28	545	12,[illegible]84	15	385	—	—	—	5	5	162	56	2,824
	Egypt ト	780	40	—	820	11,758	520	17,066	10	226	—	—	—	—	—	—	—	—	10	644
	Nigeria	369	12	8	389	5,607	4,056	135,107	497	10,[illegible]13	5	2[illegible]5	—	—	—	—	31	1,550	118	7,750
	S. Africa	704	15	301	1,020	16,511	2,085	69,[illegible]57	1,[illegible]68	[illegible]	20	[illegible]171	[illegible]	[illegible]	68	336	25,566	844,482	1,[illegible]43	46,[illegible]54
	Others 他	1,828	103	—	1,931	28,735	5,861	197,[illegible]72	2,345	55,[illegible]28	11	[illegible]	[illegible]	[illegible]	29	23	2,141	72,900	252	15,[illegible]24
	Australia	12,181	6,082	39	18,302	309,780	126	4,444	172	4,[illegible]08	62	[illegible]	[illegible]	[illegible]	1	5	362	2,896	140,541	77	3,816
	Others 他	8,980	1,035	27	10,042	156,217	260	9,298	586	[illegible]20	[illegible]	[illegible]	[illegible]	[illegible]	1	—	1	15	728	468	26,727
	Total 計	533,121	392,627	62,822	988,570	16,828,555	197,123	6,884,548	109,426	2,471,999	5,558	167,905	249,588	96,825	7,056	57,266	410,735	14,743,702	4,905	293,782

EXHIBIT S-32

Singer Exhibit # 19

昭和33年1月～12月家庭用ミシン輸出承認実績表

LIST OF APPROVED EXPORTS OF FAMILY SEWING-MACHINES

(機械局重工業輸出課調)
(MACHINERY EXPORT SECTION, HEAVY INDUSTRY BUREAU, MITI.)

Head Only 本			Treadle 足		Hand 手		Electric 電		Zig-Zag Machine ジグザグ						Zigzag Compl. 同附属品		Parts 部分品	Grand Total		No. of License 件数	Destination 仕向地	
Units 台数	Value 価額		Units 台数	Value 価額	Units 台数	Value 価額	Units 台数	Value 価額	Semi-Auto. Zig.	Auto. Zig.	Full Zig.	Auto. Zig.	Total 計	Value 価額	Units 台数	Value 価額	Value 価額	Units 台数	Value 価額			
—	4,701	100,053	396	14,488	7	192	1	54	1,518	—	—	23	1,541	53,509			242,558	6,648	410,894	197	韓国	
—	12	185	3,391	125,800	—	—	86	4,413		—	2		2	86	165	11,809	26,847	3,656	169,132	244	琉球	
130	27,742	456,771	313	11,287	10	228	—	—	6	—	33	33	72	3,494	10	771	162,485	28,147	634,994	339	香港	
—	10,350	167,015	200	6,901	—	—	—	—	—	—	—	—	—	—			94,223	10,550	268,139	31	南ベトナム	ア
—	8,110	252,791	13,470	468,559	14	327	1	35	10	—	4	4	17	678	243	16,338	102,006	21,875	840,734	248	タイ	
—	152	2,586	6,656	250,198	592	15,368	25	900	2	—	2	—	4	157	7	250	15,143	7,432	262,602	222	マラヤ連邦	
—	22,129	474,959	4,584	157,671	420	9,446	27	958	—	13	4	—	16	610	8	519	450,737	27,134	996,970	262	シンガポール	
50	18,315	345,900	876	30,921	40	980	2	—	1	—	—	251	252	14,607	3	223	173,481	19,498	566,035	135	フィリッピン	
—	4,825	69,263	—	—	—	—	—	—	—	—	—	—	—	—	—	—	90,719	4,825	159,982	40	インドネシア	
—	—	—	732	25,212	—	—	4	176	—	—	—	—	—	—	—	—	25,468	736	50,856	21	ビルマ	
—	4	56	32	1,061	6	132	—	—	—	—	8		8	353	1	266	63,631	51	65,499	75	インド	ジ
—	979	15,724	89	2,342	14	311	6	172	—	—	—	—	—	—	—	—	169,508	1,088	188,057	253	パキスタン	
—	—	—	2,492	91,486	74	1,780	11	454	—	—	—	7	7	392	24	1,897	8,397	2,608	104,399	84	セイロン	
1	4,168	62,663	5,142	146,486	67,145	1,518,040	265	6,118	4	—	4		8	311			40,141	76,724	1,773,759	501	イラン	
—	256	3,623	7,198	239,122	1,269	28,342	11	415	2	—	1	—	3	116			6,121	8,736	277,739	137	イラク	
—	102	1,832	2,450	85,329	1,496	34,289	55	1,347	12	—	1	9	22	906	17	982	9,217	4,122	133,903	143	アデン	
620	840	11,077	1,716	58,918	8,051	179,761	—	—	—	—	—	—	—	—	5	258	10,043	10,612	260,057	109	サウジアラビア	
19	155	2,598	5,162	170,152	302	6,763	2	64	—	—	—	—	—	—	4	225	6,365	5,625	186,167	105	ヨルダン	ア
734	2,970	43,629	4,883	162,800	287	6,219	—	—	—	—	—	—	—	—	—	—	27,531	8,140	240,179	125	シリア	
380	902	15,197	3,121	107,336	481	10,678	3	98	1	—	1	8	10	509	32	2,098	10,708	4,556	144,624	110	レバノン	
—	4,055	58,735	10,014	359,222	4,158	91,500	51	1,161	98	25	56	55	245	9,915	252	15,656	149,069	18,676	685,258	449	その他	
529	8,165	136,638	—	—	4	69	101	1,742	1,459	164	58	3	1,980	69,553	—	—	50,334	10,248	257,963	166	ギランダ	ヨーロッパ
6	8,689	144,616	10	450	50	1,256	6	208	3,288	464	1,687	1,010	6,451	248,634	8	501	8,939	15,214	404,604	172	ベルギー	
134	31,299	486,786	10	349	10	225	19	722	735	—	659	1	1,415	54,442		—	4,901	32,751	547,425	198	西ドイツ	
966	20,826	324,457	7,635	264,496	1,248	29,065	61	2,397	5,311	467	57	47	5,784	181,389	245	15,878	34,975	35,867	852,335	320	その他	
51,018	441,110	11,012,742	226	9,902	20	774	2,001	66,367	22,080	87,256	2,201	135	338,431	12,196,510	78	6,565	403,636	981,916	23,654,996	1,928	アメリカ	北米
7,705	52,664	886,608	1	33	—	—	525	9,800	2,322	18,315	100	60	21,797	794,854	13	1,327	52,550	74,801	1,744,332	343	カナダ	
—	30,925	448,889	1,909	68,912	12	265	4	110	547	48	3	—	650	25,721	289	12,872	548,127	33,789	904,096	332	メキシコ	
—	145	2,131	4,329	152,190	35	844	—	—	20	—	—	—	20	650	88	4,670	5,740	4,615	166,225	72	グアテマラ	
18	28	588	3,986	141,317	148	5,107	9	53	—	—	—	—	—	—	114	6,101	3,176	4,280	154,142	108	ホンジュラス	中
—	—	—	2,931	103,511	12	270	—	91	—	—	—	—	—	—	25	1,323	7,516	2,970	112,711	47	サルバドル	
30	410	6,617	4,087	143,609	—	—	—	—	5	—	8	6	19	820	41	2,942	5,643	4,556	159,681	94	ニカラガ	
—	489	7,324	4,230	151,635	176	4,115	2	106	10	—	—	5	15	901	107	8,126	8,741	5,021	180,951	124	コスタリカ	
—	118	1,780	1,617	58,884	1,660	37,761	9	295	—	—	—	—	—	—	19	3,376	2,345	3,488	104,579	58	パナマ	
—	10,450	155,525	455	16,805	—	—	—	—	—	—	—	—	—	—	—	—	46,923	10,935	219,253	27	コロンビア	南
—	447	7,807	16,626	599,535	3,383	76,563	8	210	1	1	3	66	78	4,765	410	31,015	49,178	21,013	772,110	423	ベネズエラ	
4	6,013	92,545	100	2,270	262	6,177	10	301	4	8	7	—	25	1,246	—	—	73,991	6,660	183,029	133	エクアドル	
288	5,207	75,343	16,039	565,757	825	18,571	6	86	—	4	—	—	11	575	134	8,537	52,307	22,238	719,076	292	ペルー	
—	456	6,947	5,231	186,148	162	5,656	30	430	—	—	1	—	4	168	56	2,177	16,677	5,218	214,105	90	チリー	米
—	6,454	93,583	—	—	—	—	—	—	50	342	48	441	881	45,760	25	1,481	305,156	7,458	441,560	86	ブラジル	
—	84	1,350	900	31,360	—	—	—	—	—	—	—	—	—	—	—	—	5,277	984	38,496	8	ウルガイ	
17	18,623	278,469	23,222	842,362	240	7,885	85	3,372	—	—	—	8	52	1,273	157	9,441	251,679	43,247	1,395,139	397	その他	
—	1,818	30,808	11,666	404,694	340	11,577	25	997	—	—	—	4	29	1,466	7	393	84,349	983	474,182	141	キューバ	西印度諸島
—	151	2,187	2,522	89,146	119	3,931	1	36	1	7	1	—	9	596	5	3,525	7,273	914	106,579	96	ドミニカ	
—	92	1,496	623	22,472	12	541	3	65	—	4	—	10	14	717	1	59	2,649	761	28,371	168	ポルトリコ	
—	656	12,265	2,843	100,238	545	18,654	5	339	—	—	—	5	5	162	56	2,924	9,168	4,157	134,619	158	その他	
—	820	11,758	520	17,066	10	425	—	—	—	—	—	—	—	—	10	644	4,851	1,360	35,745	5	エジプト	
8	399	5,607	4,056	135,107	697	20,114	5	176	—	—	—	29	—	1,351	118	7,734	16,955	—	181,694	146	サイジェリア	アフリカ
501	1,020	16,511	2,385	69,54	10,583	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	844,88	1,[illegible]	[illegible]	[illegible]	[illegible]	404,753	498	南阿連邦	
—	1,951	28,735	5,861	197,52	345	65,28	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	2,900	[illegible]	[illegible]	[illegible]	[illegible]	417,641	578	その他	
39	18,302	309,780	126	4,444	172	4,[illegible]	62	[illegible]	[illegible]	[illegible]	[illegible]	5	36	2,896	140,541	77	5,818	[illegible]	463,031	250	オーストラリア	
27	10,042	156,217	260	9,288	586	[illegible]	99	[illegible]	[illegible]	[illegible]	1	—	1	19	728	368	26,727	8[illegible]	[illegible]	138	その他	
62,882	988,570	16,828,555	197,123	6,884,548	109,426	2,471,999	5,558	167,905	249,588	96,825	7,056	57,266	410,735	14,743,702	4,905	293,782	4,149,734	1,716,317	45,540,225	11,089	合計	

Exhibit S-32

EXHIBIT S-33

For the year of 1959
from January to December

(Value : $)

昭和34年1月～12月家庭用ミシン輸出承認実績表

LIST OF APPROVED EXPORTS OF FAMILY SEWING-MACHINES

Machinery Export No.
(機械類輸出承認番

Destination 仕向地	Head Only 頭					Bodies 足		Heads 手		Electric 電動		ジグザグ(Zig-Zag Stitching Head Only)						ジグザグ以外(Zig-Zag Compl. Parts)		
	丸頭 Round	角頭 Square	その他 Others	計 Total	金額 Value	台数 Units	金額 Value	台数 Units	金額 Value	台数 Units	金額 Value	Round 丸頭	Square 角頭	Free Arm 自由腕	Bell 釣鐘	その他 Others	Total	価額 Value	台数 Units	価額 Value
Korean Republic	2,599	151	—	2,750	41,052	92	3,643	205	4,482	8	302						1,581	51,755	2	169
Ryukyu Islands	78	2	5	85	1,464	5,583	203,064	100	3,142	6	262								67	3,928
Hong Kong	19,334	30	74	19,438	275,873	166	5,253	266	5,525	6	228	6	3	1	42	—	52	2,520	46	2,212
South Viet Nam	12,450	1	—	12,451	224,024	1	40	—	—	—	—									
Thailand	140	12,600	—	12,740	394,948	11,117	371,809	15	351	—	—	47	—	64	61	26	198	8,801	474	26,192
Malaya	145	30	—	175	2,670	9,461	310,667	574	13,914	74	2,003	26	7	5	6	—	44	1,471	20	1,486
Singapore	10,894	266	—	11,160	158,355	13,020	429,688	548	12,095	245	9,334	11	37	1	2	—	51	1,875	144	7,364
Philippines	9,680	6,290	720	16,690	298,995	573	20,081	13	289	—	—	45	—	—	505	—	540	21,035	—	—
Indonesia	10,161	—	—	10,161	144,726	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Burma	48	—	—	48	1,728	3,245	115,022	51	1,206	25	1,077	—	—	—	—	—	—	—	71	4,078
India	土	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Pakistan	589	57	—	646	9,832	2	68	405	9,115	3	102	2	—	—	—	—	2	60	1	76
Ceylon	2	—	—	2	29	3,558	121,876	161	4,121	6	264	13	—	1	14	25	53	2,338	73	4,377
Iran	5,325	—	—	5,325	78,165	2,702	88,635	64,221	1,431,109	11	347	5	5	—	—	—	10	508	23	1,156
Iraq	23	4	4	31	472	7,726	243,054	987	21,848	26	986	9	5	—	2	1	17	618	8	516
Aden	38	4	—	42	745	1,242	40,642	1,844	42,209	100	3,562	4	7	—	26	12	49	2,326	94	4,245
Saudi Arabia	398	—	672	1,070	14,177	2,364	77,119	11,199	241,817	22	753	5	2	—	—	—	7	230	59	1,894
Jordan	56	—	—	56	828	4,145	133,465	220	4,845	2	76	—	—	—	4	—	4	200	57	1,579
Syria	1,280	—	369	1,649	23,308	4,665	147,449	361	7,746	—	—	10	203	—	2	—	215	8,500	17	928
Lebanon	528	—	161	689	9,752	5,719	188,452	1,008	22,621	—	—	—	—	2	1	—	3	150	23	1,796
Others in Asia	35,458	223	—	35,676	517,875	8,511	278,658	6,022	132,558	65	2,446	120	75	5	87	—	286	11,694	281	14,616
Ireland	55,767	36,796	6,006	78,569	1,531,984	—	—	84	2,114	91	5,009	18,644	52	690	4	24	19,415	539,123	4	252
Netherlands	9,095	6,175	1	15,271	257,204	65	2,258	2	44	2	76	10,089	1,456	724	44	144	12,457	365,376	16	641
Belgium	5,026	4,551	—	9,577	162,393	—	—	—	—	26	1,058	5,930	508	6,282	959	160	15,639	480,841	54	2,595
West Germany	16,208	1,698	515	18,421	285,568	23	805	5	116	—	—	1,158	9	2,405	140	20	3,732	142,572	8	195
Others in Europe	1,347	1,826	357	3,530	62,314	6,801	227,750	3,086	70,216	186	6,037	12,971	707	1,505	254	942	16,379	531,292	349	23,492
U.S.A.	218,109	510,698	38,301	567,108	9,886,450	156	5,393	—	—	125	4,600	373,140	194,322	1,971	69,949	39,016	678,396	22,099,967	1,111	64,510
Canada	25,536	20,144	1,515	45,195	778,642	—	—	—	—	1	39	30,508	6,940	180	16,002	195	55,850	1,930,682	6	222
Mexico	4,606	268	—	4,874	71,958	2,075	74,099	—	—	—	—	90	15	—	35	—	140	5,695	1	57
Guatemala	5	—	—	5	70	3,126	105,810	49	1,124	—	—	1	1	1	1	—	4	150	—	—
Honduras	—	—	48	48	612	3,335	109,745	447	9,768	—	—	—	—	—	—	—	—	—	22	1,261
El Salvador	—	—	—	—	—	3,068	101,220	12	270	—	—	—	—	—	5	—	5	265	1	66
Nicaragua	2	—	—	2	30	2,102	70,549	—	—	—	—	—	—	—	—	—	—	—	62	1,927
Costa Rica	362	10	—	372	5,786	3,908	133,717	223	5,838	—	—	—	—	—	8	—	8	496	159	11,058
Panama	11	—	—	11	165	1,407	46,122	877	20,165	6	294	—	—	—	14	—	14	679	86	4,849
Colombia	1,000	12	15	1,027	15,045	144	4,844	—	—	—	—	40	1	2	604	—	1,012	46,846	—	—
Venezuela	285	—	4	289	4,361	25,319	852,941	8,409	188,122	163	5,955	1	1	—	5	—	7	401	224	10,478
Peru	4,636	401	11	5,048	77,667	1,382	47,773	34	817	—	—	119	139	27	22	—	327	12,598	22	1,344
Brazil	1,899	118	500	2,017	34,156	23,295	799,701	1,707	37,712	21	777	23	10	1	35	—	68	3,611	354	11,767
Chile	18,073	—	—	18,073	265,564	8,996	311,114	652	15,016	61	1,955	—	—	—	1	—	1	50	107	5,669
Bolivia	511	8	—	519	7,715	9,227	310,862	170	4,227	98	2,912	2	—	—	—	—	2	60	145	8,921
Paraguay	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Uruguay	286	—	—	286	4,147	—	—	—	—	—	—	2	—	—	—	—	—	—	—	—
Argentina	1,527	158	—	1,685	26,472	5,142	189,969	308	7,019	216	8,551	55	1	17	3	—	105	4,715	67	2,683
Others in Latin America	50	—	—	50	727	4,697	160,106	343	8,020	22	620	—	—	—	—	—	1	69	16	925
Egypt	1,328	660	50	2,038	37,349	15,356	493,618	—	—	66	2,257	190	42	3	1	60	266	8,646	149	6,539
Libya	1	—	—	1	15	1,128	38,520	39	880	—	—	—	—	—	1	—	1	52	21	1,299
Sudan	14	1,520	—	1,534	33,952	1,408	49,426	74	1,685	51	1,825	400	—	—	8	—	408	13,470	19	1,132
Morocco	55	1	6	60	902	505	16,906	466	11,220	166	5,981	9	—	—	2	1	12	418	12	877
Tunisia	1,477	40	—	1,517	22,257	1,689	56,595	73	1,759	51	1,821	—	—	—	—	—	—	—	6	1,328
Algeria	570	9	40	619	8,692	4,427	158,161	1,289	28,775	6	213	15	—	—	16	—	31	1,081	167	9,349
Others of S.African	—	—	—	—	—	724	23,463	1,057	30,559	40	1,088	2	—	—	—	—	2	65	5	298
Others in Africa	325	9	118	1,450	21,776	4,153	128,275	10,200	219,459	548	17,625	10,394	3,160	615	254	3,041	17,564	608,114	4,274	36,348
Australia	1,098	6	—	1,104	17,444	2,938	96,610	2,616	58,275	75	2,412	21	8	13	137	17	549	18,185	24	1,406
New Zealand	19,488	14,575	687	34,498	580,901	168	5,227	215	10,770	145	5,473	10,022	1,461	825	2,699	341	15,418	525,491	124	10,136
Others in Oceania	4,568	132	165	4,865	75,113	12	438	20	390	73	6,404	474	—	—	2	176	—	553	25,868	4	27,602
	67	—	—	67	1,403	302	9,925	558	13,517	91	3,478	—	—	—	—	—	5	5	361	70	3,849
Total:	491,681	699,284	58,642	1,249,607	16,276,700	220,982	7,895,585	121,192	2,706,665	3,038	105,259	476,581	288,976	15,343	92,158	44,204	857,262	27,409,871	9,822	460,952

[fol. 2593] IN UNITED STATES DISTRICT COURT

EXHIBIT S-33

昭和34年1月～12月家庭用ミシン輸出承認実績表

LIST OF APPROVED EXPORTS OF FAMILY SEWING-MACHINES

Machinery Export Sec., Heavy Industry Bureau, MITI

(重工業局機械輸出課)

(Value : $)

Only 計		足踏 Treadle		手廻 Hand		電動 Electric		ジグザグ除く Zig-zag Excluded (Mod. Only)							ジグザグ式 Zig-zag Compl.		部品 Parts		合計 Total		No. of Licenses	Destination 向先	
Quantity	金額 Value	台数 Units	金額 Value	台数 Units	金額 Value	台数 Units	金額 Value	Semi Zig Zag	Semi Auto. Zig Zag	Full Auto. Zig Zag	Full Auto.	その他 Others	Total	金額 Value	Units	Value	Units	Value	Units	Value			
—	2,755	41,052	92	3,643	205	4,882	8	302															
5	85	1,464	5,583	205,064	100	3,142	6	262	—	—	—	—	—	—	67	3,928	27,627	5,841	239,487	367	韓国		
74	19,458	275,875	166	5,253	266	5,525	6	228	6	3	1	42	—	52	2,520	46	2,212	97,811	19,974	389,422	348	琉球	
—	12,451	224,024	1	40	—	—	—	—	—	—	—	—	—	—	—	—	—	84,168	12,452	308,232	43	香港	
—	12,740	394,948	11,117	371,809	15	351	—	—	47	—	64	61	26	198	8,801	474	26,132	217,616	24,544	1,019,657	318	南ベトナム	ア
—	175	2,670	9,461	310,667	574	13,914	74	2,005	26	7	5	6	—	44	1,471	20	1,586	24,096	10,348	356,207	309	タイ	
—	13,160	158,355	15,020	429,688	548	12,095	245	9,334	11	37	1	2	—	51	1,875	144	7,364	354,191	25,168	972,902	500	マラヤ連邦	
720	16,690	298,995	573	20,081	13	289	—	—	35	—	—	505	—	540	31,035	—	—	189,307	17,816	539,707	157	シンガポール	
—	10,161	144,726	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	83,897	10,161	228,623	34	フィリッピン	
—	48	1,728	3,245	115,022	51	1,206	25	1,077	—	—	—	—	—	—	—	71	4,078	180,106	3,440	303,217	114	インドネシア	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	167,023	—	167,023	116	ビルマ	
—	646	9,852	2	68	405	9,115	5	102	2	—	—	—	—	2	60	1	76	349,635	1,059	368,888	270	イン・ド	ジ
—	2	29	3,558	121,876	161	4,121	6	264	13	—	1	14	25	53	2,338	73	4,377	6,131	3,803	139,136	89	パキスタン	
—	5,325	78,165	2,702	88,635	64,221	1,431,109	11	347	5	5	—	—	—	10	308	23	1,156	59,949	72,292	1,639,669	392	セイロン	
4	31	472	7,726	245,054	987	21,848	26	986	9	5	—	2	1	17	618	8	516	12,085	8,795	279,578	137	イラン	
—	42	745	1,242	40,642	1,844	42,209	100	3,562	4	7	—	26	12	49	2,328	94	4,245	7,555	3,571	101,286	114	イラク	
672	1,070	14,177	2,364	77,119	11,199	241,817	22	755	5	2	—	—	—	7	230	59	1,894	19,243	14,701	555,233	147	アデン	
—	56	828	4,145	133,465	220	4,843	2	76	—	—	—	4	—	4	200	27	1,579	4,222	4,454	145,213	105	サウジアラビア	
369	1,689	23,308	4,665	147,449	361	7,746	—	—	10	203	—	2	—	215	8,500	17	928	22,803	6,907	210,734	95	ヨルダン	ア
161	689	9,752	5,719	188,452	1,008	22,621	—	—	—	—	2	1	—	3	130	23	1,796	10,204	7,442	232,955	174	シリア	
—	35,676	517,875	8,511	278,658	6,022	132,558	65	2,446	120	73	5	87	—	285	11,694	281	16,616	268,547	50,840	1,228,394	661	レバノン	
6,006	78,569	1,331,984	—	—	84	2,114	91	3,009	78,644	53	690	4	24	19,415	539,133	4	232	132,212	98,163	2,008,684	250	その他	
1	15,271	257,204	68	2,258	2	44	2	76	10,089	1,456	724	44	144	12,457	383,376	10	641	169,097	27,807	812,696	319	アイルランド	
—	9,577	162,393	—	—	—	—	26	1,058	5,930	308	6,282	959	160	13,639	480,841	34	2,595	33,791	23,276	680,478	301	オランダ	
515	18,421	285,568	23	805	5	116	—	—	1,158	9	2,405	140	20	3,732	142,572	3	195	53,050	22,184	482,306	313	ベルギー	
957	3,530	62,314	6,801	227,750	3,085	70,216	186	6,037	12,971	707	1,505	254	942	16,379	531,292	389	23,497	32,518	30,320	953,624	389	西ドイツ	
8,301	567,188	9,885,430	156	5,393	—	—	125	4,600	373,140	194,322	1,971	69,949	39,016	678,398	22,099,967	1,111	64,510	652,620	1,246,898	32,712,520	2,427	その他	
1,515	45,195	778,642	—	—	—	—	1	39	30,508	6,946	180	16,002	195	53,850	1,930,682	6	333	45,009	99,030	2,754,705	424	アメリカ	
—	4,874	71,958	2,075	74,099	—	—	—	—	90	15	—	35	—	140	5,695	1	57	128,056	17,090	1,432,370	321	カナダ	北米
—	5	70	3,126	105,810	49	1,124	—	—	1	1	1	1	—	4	150	—	—	3,632	3,184	108,786	67	メキシコ	
48	48	612	3,333	109,745	447	9,768	—	—	—	—	—	—	—	—	—	23	1,261	5,636	3,851	125,022	122	グアテマラ	
—	—	—	3,068	101,220	12	270	—	—	—	—	—	5	—	5	265	1	66	6,460	3,086	108,281	40	ホンジュラス	
—	2	30	2,102	70,549	—	—	—	—	—	—	—	—	—	—	—	52	2,927	2,998	2,156	76,504	65	サルバドル	
—	372	5,786	3,908	133,717	223	5,833	—	—	—	—	—	8	—	8	496	159	11,053	3,837	4,670	160,722	153	ニカラグア	
—	11	165	1,407	46,122	877	20,165	6	294	—	—	—	14	—	14	679	86	4,849	4,514	2,411	76,788	54	コスタリカ	中
15	1,027	15,045	144	4,844	—	—	—	—	405	1	2	604	—	1,012	46,846	—	—	25,130	2,188	91,865	41	パナマ	
4	289	4,361	25,319	857,941	8,409	188,122	163	5,955	1	1	—	5	—	7	401	224	12,478	61,086	34,411	1,130,344	564	コロンビア	南
11	5,048	77,667	1,387	47,773	34	817	—	—	119	159	27	22	—	327	12,598	22	1,442	56,308	6,818	196,605	128	ベネズエラ	
300	2,017	34,156	23,295	799,701	1,707	37,712	21	777	—	10	1	35	—	68	3,611	354	21,767	46,684	27,462	944,408	378	エクアドル	
—	18,073	265,564	8,996	311,114	652	15,018	61	1,953	—	—	—	1	—	1	50	107	5,833	41,354	27,892	640,886	148	ペルー	
—	519	7,713	9,227	310,862	170	4,027	98	2,912	2	—	—	—	—	2	60	145	8,927	22,867	10,161	357,368	122	ボリビア	
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	34,765	—	34,765	11	チリ	
—	286	4,147	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	127	286	4,274	2	ブラジル	
—	1,685	26,472	5,142	189,969	308	7,019	216	8,551	55	1	17	30	—	103	4,713	67	2,657	166,746	7,521	407,107	150	ウルグアイ	
—	50	727	4,693	160,106	343	8,020	22	820	—	—	—	—	1	1	69	16	925	4,102	5,129	174,767	144	その他	
90	2,058	37,349	15,355	493,618	—	—	66	2,237	190	12	3	1	60	266	8,698	149	6,509	28,770	17,874	577,381	172	ジャマイカ	西印度諸島
—	1	15	1,128	38,520	39	880	—	—	—	—	—	1	—	1	52	21	1,289	4,944	1,190	45,700	64	キューバ	
—	1,556	33,952	1,408	49,426	74	1,686	51	1,825	400	—	—	8	—	408	13,470	19	1,132	13,049	3,496	114,519	57	ドミニカ	
6	60	902	505	16,906	486	11,220	166	5,081	9	—	—	2	1	12	453	13	877	4,170	1,240	39,609	60	ポルトリコ	
—	1,517	22,257	1,689	56,545	73	1,759	50	1,621	—	—	—	—	—	—	—	16	1,295	30,354	3,345	115,801	31	その他	
40	619	8,692	4,427	138,151	1,289	28,775	6	213	15	—	—	16	—	31	1,081	163	9,549	44,066	6,565	230,507	236	エジプト	
—	—	—	724	23,463	1,057	30,559	40	1,088	2	—	—	—	—	2	55	12	695	1,268	1,813	57,128	53	ナイジェリア	アフリカ
118	1,450	21,776	4,153	128,273	10,200	219,459	548	17,625	10,494	3,160	615	254	3,041	17,564	508,114	4,274	136,448	156,607	38,189	1,169,302	517	ガーナ	
—	1,104	17,444	2,958	96,610	2,616	58,275	75	2,412	21	8	13	157	170	349	18,185	240	14,161	22,454	7,324	229,421	273	南阿連邦	
687	34,498	580,901	158	5,227	215	10,770	145	5,473	10,072	1,461	825	2,699	361	15,418	525,991	139	10,136	45,054	50,561	1,183,552	321	その他	
165	4,865	75,113	12	438	20	390	173	6,404	374	—	3	176	—	553	25,863	540	27,623	57,544	6,163	193,565	63	オーストラリア	大洋州
—	67	1,403	302	9,925	558	13,517	91	3,478	—	—	—	—	5	5	360	70	3,845	1,117	1,093	33,643	107	ニュージランド	
																						その他	
342	880,397	16,276,790	220,982	7,398,585	121,192	2,706,665	3,028	105,259	476,581	208,976	15,348	92,158	44,204	857,262	27,409,871	9,822	460,952	5,921,334	2,142,863	60,274,406	13,700	合計	

Exhibit S-33

EXHIBIT S-34

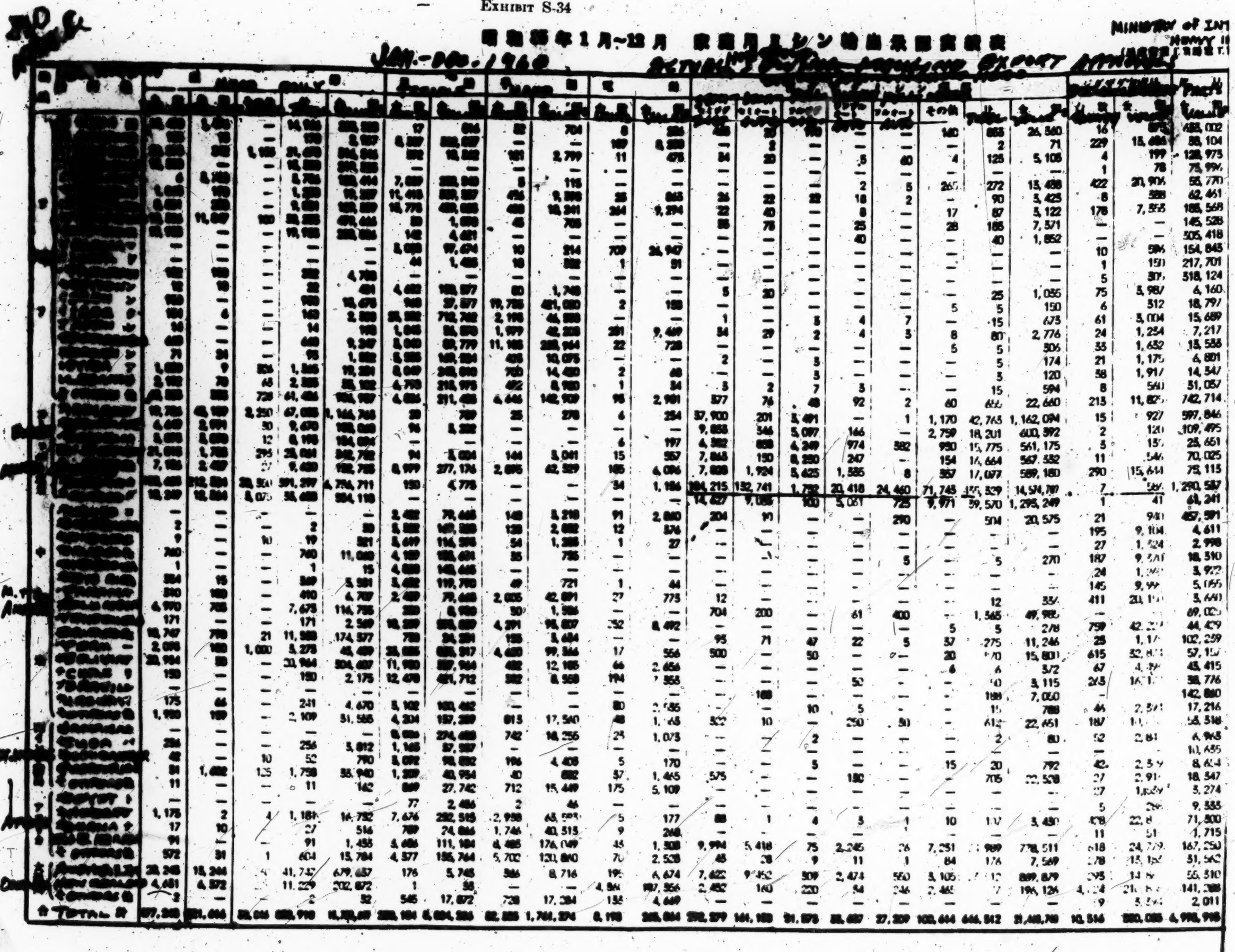


EXHIBIT S-34

昭和39年1月~12月 鉄鋼月別シェン輸出実績表

JAN.-DEC. 1964

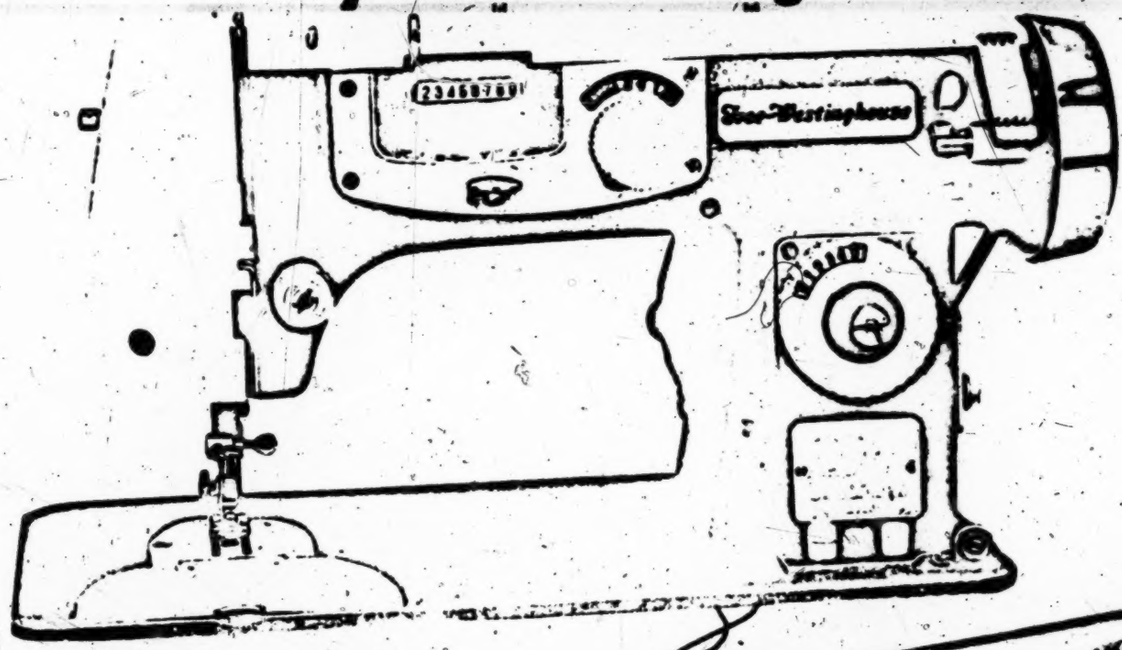
MINISTRY OF INTERNATIONAL TRADE & INDUSTRY
HEAVY INDUSTRY BUREAU

14,946	238,939	17	814	32	704	8	286	455	20	110	—	—	140	853	24,360	16	875	485,002	15,872	857,551	482		
178	2,157	8,387	302,087	—	—	107	8,288	—	2	—	—	—	—	2	71	229	15,486	88,104	8,977	345,128	480		
21,670	344,546	592	18,349	181	2,799	11	475	34	20	—	5	40	4	125	5,105	4	199	128,975	22,521	472,457	544		
15,350	219,388	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1	78	75,996	15,311	295,399	88		
8,706	133,414	7,689	332,540	8	115	—	—	—	—	—	2	5	265	272	15,488	422	20,906	55,770	12,294	465,185	201		
1,288	19,287	11,413	359,357	456	9,899	25	865	26	22	22	18	2	—	90	5,425	8	588	62,461	15,280	455,127	579		
9,091	139,889	15,775	489,088	458	10,341	244	9,294	22	40	—	8	—	17	87	3,122	178	7,958	185,568	25,821	781,940	489		
20,288	299,444	80	1,080	46	705	—	—	55	76	—	25	—	28	185	7,371	—	—	145,528	30,509	654,360	180		
19,955	288,884	142	4,421	—	—	—	—	—	—	—	40	—	—	40	1,852	—	—	505,418	20,185	600,777	128		
—	—	5,088	97,674	10	214	709	24,907	—	—	—	—	—	—	—	—	10	596	154,845	5,757	280,274	88		
—	—	44	1,435	18	882	1	91	—	—	—	—	—	—	—	—	1	150	217,701	64	219,709	159		
382	4,788	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5	807	318,124	287	825,167	189		
22	401	4,452	180,577	83	1,748	—	—	5	20	—	—	—	—	—	25	75	5,987	6,160	4,884	165,908	104		
780	15,675	988	27,577	19,785	421,080	2	188	—	—	—	—	—	5	5	150	6	512	18,797	21,666	481,489	124		
140	2,330	28,582	712,762	2,195	44,588	—	—	1	—	—	—	—	—	—	675	61	3,004	15,689	25,961	780,986	262		
14	198	1,865	54,570	1,979	42,208	281	9,469	84	29	—	3	4	7	—	15	24	1,254	7,217	4,221	119,492	157		
460	9,247	3,060	89,779	11,185	228,944	22	788	—	—	—	2	4	3	8	80	2,776	55	1,652	18,538	14,945	344,189	105	
95	1,382	5,885	149,384	425	10,075	—	—	2	—	—	3	—	—	5	5	306	21	1,175	6,801	6,129	189,881	120	
1,365	19,251	8,049	248,610	700	14,480	2	48	—	—	—	3	—	—	—	5	174	58	1,917	14,347	10,157	298,913	104	
2,325	35,102	4,798	215,975	482	8,980	1	34	8	2	7	3	—	—	—	5	120	8	560	31,057	9,549	280,222	149	
61,406	904,957	4,886	211,485	4,648	142,907	98	2,981	857	76	48	92	2	60	885	15	594	213	11,825	742,714	75,859	2,041,841	821	
67,085	1,144,765	30	789	25	278	6	254	57,930	201	5,491	—	1	1,170	42,765	22,660	15	927	597,846	109,914	2,928,991	854		
9,670	158,068	96	5,202	—	—	—	—	9,885	546	5,097	166	—	2,759	18,201	1,162,094	2	120	109,495	27,949	871,277	886		
8,195	134,094	—	—	—	—	6	197	4,382	858	4,249	974	382	990	15,775	600,392	5	135	25,651	25,979	719,252	268		
25,081	342,752	94	5,004	144	3,041	15	557	7,845	150	8,280	247	—	154	14,664	561,175	11	546	70,025	39,989	987,257	898		
9,420	152,758	8,979	277,176	2,895	62,329	185	4,096	7,838	1,924	5,425	1,385	8	357	17,097	567,532	290	15,644	589,180	39,046	1,178,291	492		
391,297	4,756,711	150	4,775	—	—	54	1,186	184,215	132,741	1,752	20,418	24,460	71,745	155,529	14,574,787	7	586	1,290,587	826,817	22,628,482	2,106		
33,488	554,118	—	—	—	—	—	—	14,627	9,085	100	5,051	725	9,971	39,570	1,295,249	1	41	61,241	73,259	1,908,649	588		
—	—	2,422	79,448	148	3,218	91	2,880	204	90	—	—	290	—	504	20,575	21	940	457,591	3,186	944,847	185		
2	30	3,322	169,328	128	2,892	12	376	—	—	—	—	—	—	—	—	195	9,104	4,611	5,659	186,501	108		
19	321	3,619	114,595	54	1,285	1	27	—	—	—	—	—	—	—	—	27	1,324	2,998	3,720	122,546	96		
760	11,060	4,189	133,481	35	755	—	—	—	—	—	—	5	—	5	270	187	9,570	18,310	5,176	173,578	87		
1	15	4,828	148,465	—	—	—	—	—	—	—	—	—	—	—	—	24	1,292	3,922	4,853	158,864	98		
369	5,551	3,482	119,790	49	721	1	44	—	—	—	—	—	—	—	—	145	9,999	5,055	4,246	141,136	132		
410	6,707	2,489	79,668	2,005	42,891	27	775	12	—	—	—	—	—	12	334	411	20,194	3,660	5,354	154,185	95		
7,675	114,755	280	8,980	50	1,586	—	—	704	200	—	61	400	—	1,565	49,980	—		69,025	9,568	246,281	74		
171	2,569	18,209	585,889	4,291	95,807	352	8,492	—	—	—	—	—	5	5	278	759	42,227	44,459	25,687	788,661	472		
11,588	174,377	780	24,251	155	3,634	—	—	93	71	47	22	5	37	275	11,246	28	1,170	102,259	12,741	846,902	205		
5,275	45,439	25,085	885,517	4,620	99,566	17	556	500	—	50	—	—	20	170	15,801	615	32,803	57,157	34,150	1,094,709	467		
30,964	304,607	11,950	387,944	482	12,185	66	2,656	—	—	—	—	—	6	6	372	67	4,399	43,415	35,885	788,695	210		
150	2,175	12,478	421,712	382	8,558	194	7,358	—	—	—	—	—	—	50	3,115	263	16,170	58,776	15,467	497,861	180		
—	—	—	—	—	—	—	—	—	—	188	—	—	—	188	7,050	—		142,860	198	149,910	35		
241	4,670	3,102	100,462	—	—	83	2,535	—	—	10	5	—	—	15	788	44	2,391	17,216	3,484	128,065	62		
2,109	31,565	4,204	157,289	813	17,560	484	1,568	322	10	—	250	30	—	612	22,651	187	10,170	58,318	7,973	275,986	188		
—	—	8,006	274,458	742	18,256	28	1,073	—	—	2	—	—	—	2	80	52	2,881	6,963	8,825	305,869	208		
256	3,812	1,165	37,587	—	—	—	—	—	—	—	—	—	—	—	—	—		10,435	1,421	51,984	14		
52	790	3,092	98,852	196	4,408	5	170	—	—	5	—	—	15	20	792	42	2,359	8,634	5,407	115,970	69		
1,758	35,940	1,209	40,954	40	882	37	1,445	575	—	—	180	—	—	705	22,528	27	2,910	18,347	5,776	121,052	66		
11	162	869	27,742	712	15,449	175	5,109	—	—	—	—	—	—	—	—	27	1,589	3,274	1,794	58,275	60		
—	—	77	2,436	2	46	—	—	—	—	—	—	—	—	—	—	5	286	9,335	84	12,108	6		
1,181	16,752	7,676	252,515	2,938	63,595	5	177	88	1	4	5	1	10	107	3,430	308	22,818	71,300	12,385	410,622	366		
27	516	789	24,866	1,746	40,513	9	268	—	—	—	—	—	—	—	—	11	511	1,715	2,582	68,195	54		
91	1,435	5,686	111,184	8,485	176,049	45	1,308	9,994	5,418	75	2,245	26	7,251	989	778,511	618	24,779	167,250	37,910	1,260,514	455		
604	13,784	4,377	135,764	5,702	120,860	70	2,528	43	28	9	11	1	84	176	7,569	278	15,152	31,562	11,207	325,250	347		
41,747	679,657	176	5,745	386	8,716	195	6,674	7,622	9,452	309	2,474	560	5,105	12	889,879	295	14,857	55,310	48,309	1,660,824	556		
11,229	202,872	1	35	—	—	4,864	187,356	2,452	160	220	54	246	2,465	7	196,126	4,134	210,865	141,388	25,691	898,545	327		
2	32	545	17,872	728	17,284	135	4,649	—	—	—	—	—	—	—	—	59	3,593	2,011	1,467	45,262	144		
838,910	11,338,649	280,184	8,804,286	82,355	1,764,274	8,198	265,864	292,279	161,180	31,575	55,687	27,209	100,644	646,342	21,468,788	10,514	550,085	6,998,998	1,336,448	32,782,148	14,981		TOTAL

Exhibit S-34

EXHIBIT S-39

IF YOU'RE NOT SELLING THIS MACHINE you're working too hard!



Free-Westinghouse Eight-O-Three-A
Super Deluxe A-u-t-o-m-a-t-i-c

it sells itself!

BIG NEWS is the revolutionary new Free-Westinghouse Super Deluxe 803-A Automatic! It's an "automatic" seller . . . designed for the needs of everyone . . . It's the one machine designed to "do everything" . . . doing it simply, easily, and with perfect precision. This 90th Anniversary 803-A Automatic IS your leading profit maker for 1959. Here's why:

- $ COLORFUL – Smart unusual styling in two-tone blue and ivory
- $ AUTOMATIC – Typewriter key selects your patterns
- $ BUILT-IN-CAMS – From case hardened steel to retain clear sharp patterns always
- $ FULLY AUTOMATIC – But simplest of all to use
- $ EXCLUSIVE MULTIPLE NEEDLE POSITIONING – Shift the needle not the material
- $ PATTERNS – Decorative plate on arm
- $ EXCLUSIVE NEEDLE POINT FEED

Plus the usual Free-Westinghouse features such as Light over the needle • Two polyethylene spool pins • Automatic bobbin winder • Dial stitch length control • Push button reverse • Push button drop feed • Twin tension for multiple thread • Front hook • Extra large hand hole cover • Extra twin needles • Short shank presser bar • Gear driven underbed mechanism • High torque motor • V belt • Foolproof clutch release • Double thread guides • all added to 90 years of experience makes this 90th Anniversary model the most outstanding sewing machine in the world.

MAIL THIS COUPON

FREE SEWING MACHINE CO. P. O. BOX 840, Beverly Hills, Calif.
I am interested in making more profit with the new Free-Westinghouse 90th Anniversary line. Please send full information:

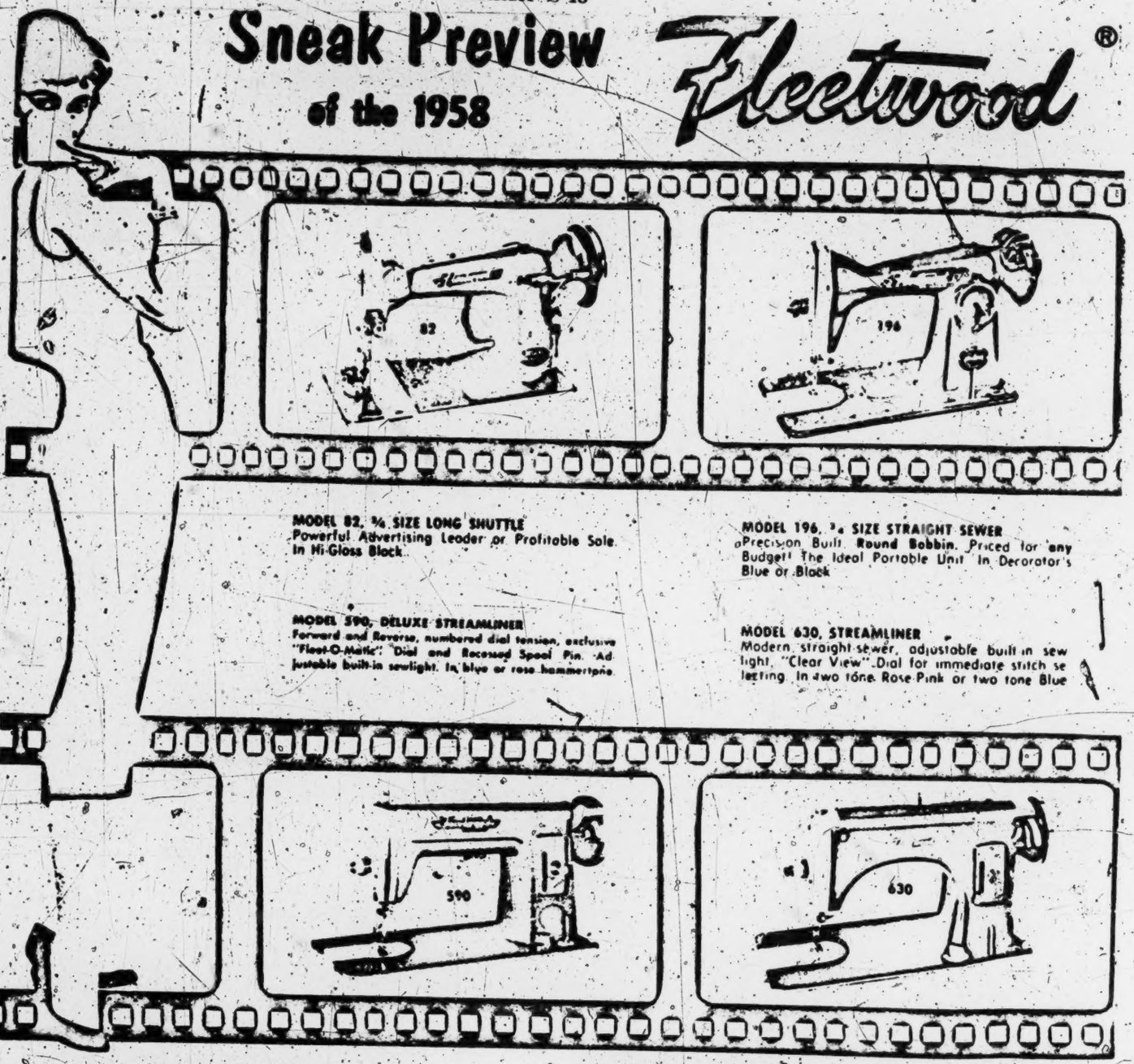
Name _____
Company _____
Street _____ State _____
City _____

Behind the Scenes Girl

1627

EXHIBIT S-43

Sneak Preview of the 1958 Fleetwood®

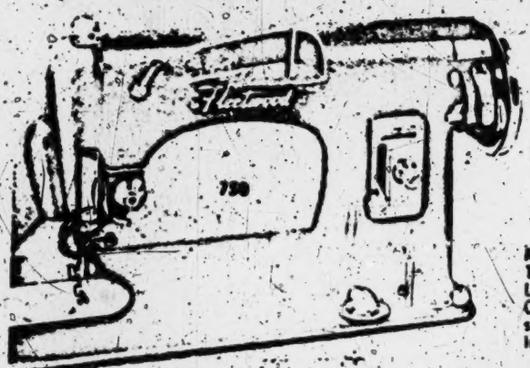


MODEL 82, ¾ SIZE LONG SHUTTLE
Powerful Advertising Leader or Profitable Sale In Hi-Gloss Black

MODEL 196, ¾ SIZE STRAIGHT SEWER
Precision Built Round Bobbin. Priced for any Budget! The Ideal Portable Unit In Decorator's Blue or Black

MODEL 590, DELUXE STREAMLINER
Forward and Reverse, numbered dial tension, exclusive "Fleet-O-Matic" Dial and Recessed Spool Pin. Adjustable built-in sewlight. In blue or rose hammertone

MODEL 630, STREAMLINER
Modern straight sewer, adjustable built-in sew light, "Clear View" Dial for immediate stitch selecting. In two tone Rose Pink or two tone Blue



MODEL 750, SUPER DELUXE
The star of the Fleetwood line. New Link Motion take-up. Exclusive Fleet-O-Matic Clear-View Dial and recessed spool pin. Sewlight built into face plate in blue or rose hammertone.

EXCLUSIVE AND FULLY

for dealers, distributors and de

ONLY ONE Fleetwood Dealer to a town! ONLY

ORDER DIRECT FROM THE

Guaranteed Profit. Quality Line.
No Order too Large or Small for immediate delivery.

S.K.S. Machine Company
4448 Broadway Orrame 7-7500 New York 40, N. Y.

MAIL COUPON NOW FOR

S.K.S. MACHINE COMPANY
• 4448 Broadway

Gentlemen I am interested in an exclusive ship on the complete FLEETWOOD line

NAME

FIRM NAME

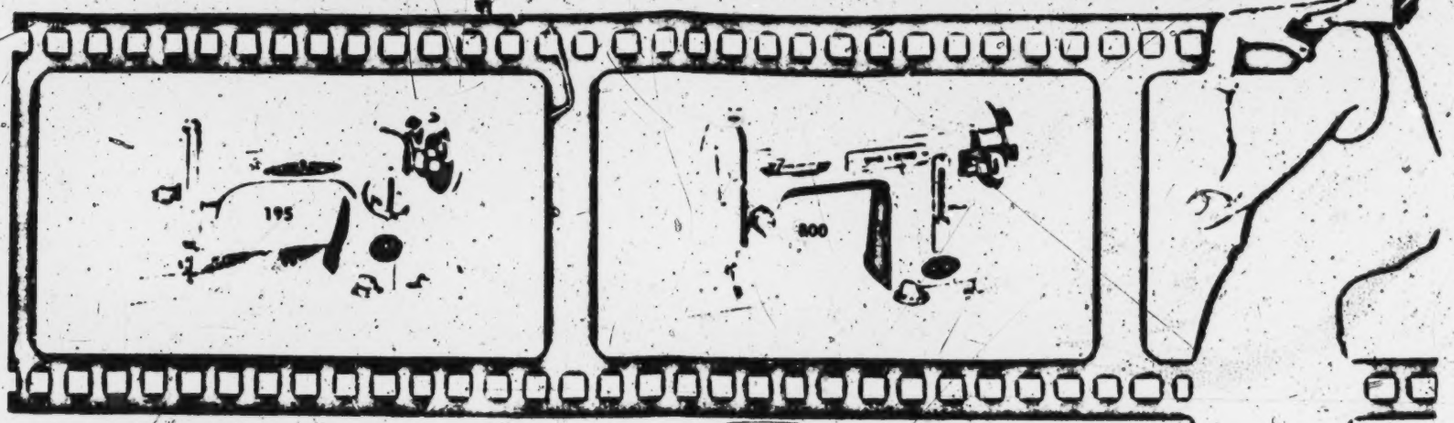
ADDRESS •

CITY ZONE

1628

[fols. 2603-2621]

PARADE OF Award Winning SEWING MACHINES

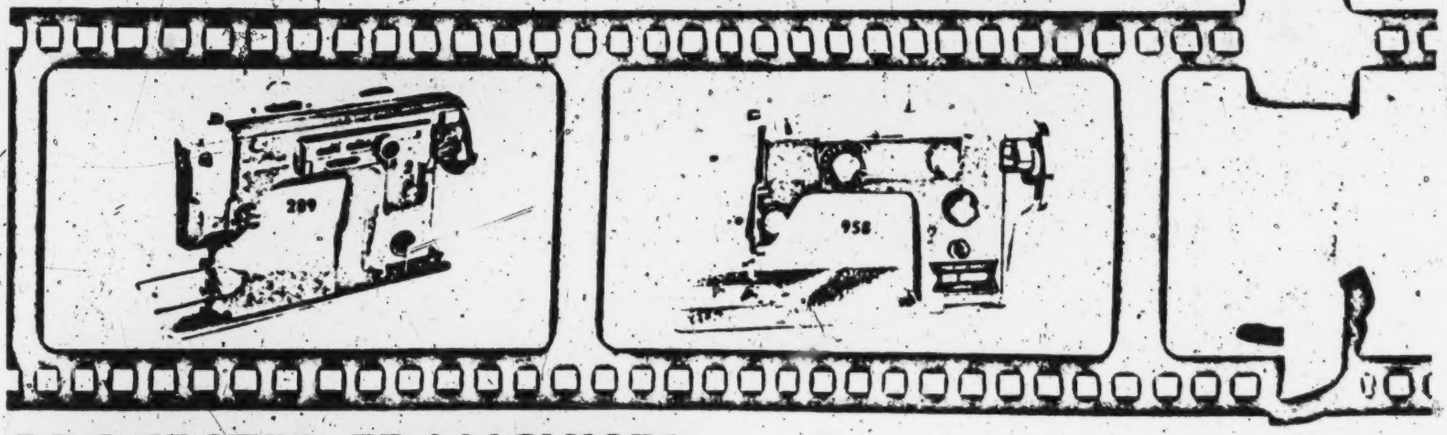


MODEL 195, FULL SIZE STRAIGHT SEWER
Precision Built, Round Bobbin, forward and reverse. Priced for any Budget! In Decorator's Blue or Black.

MODEL 800, ZIG-ZAG SEWING MACHINE
Open the Door to **ZIG ZAG** Sales. Sewlight Built into face plate. Automatic bobbin winder. In Two Tone Blue and White.

MODEL 289, FULLY AUTOMATIC
Over 5000 stitches AUTOMATICALLY. 14 Magic Record Discs. In two tone Blue Grey.

MODEL 958, FULLY AUTOMATIC ZIG-ZAG
It's a real robot with 20 Built-in Cams. Fully Built-in Mechanism. Push Button Reverse. Sew light Built in Face Plate. Three Color Combination Mother of Pearl White, Green and Gold.

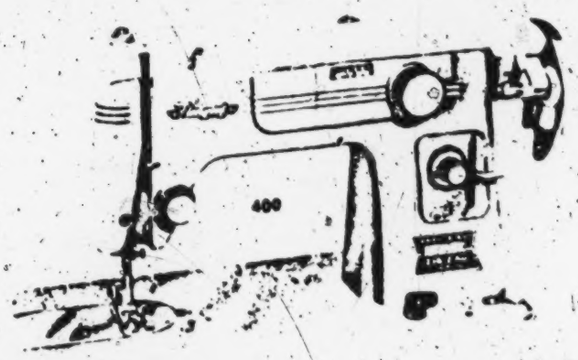


PROTECTED FRANCHISES

partment stores available NOW.

ONE Fleetwood Distributor to a given area.

IMPORTER... AND SAVE



MODEL 400, AUTOMATIC ZIG ZAG
10 Record Discs. Sewlight built into face plate. Numbered dial tension. In Mother of Pearl white and green.

COMPLETE INFORMATION:

Dept. 18
• New York 40, N. Y.

(please check) Dealership | Distributor
Please send your FREE catalog and prices

TITLE

STATE

NATIONALLY ADVERTISED AND ACCEPTED

SKS Machine Company
4448 Broadway ○ LOrraine 7-1600 ○ New York 40, N. Y.

1629

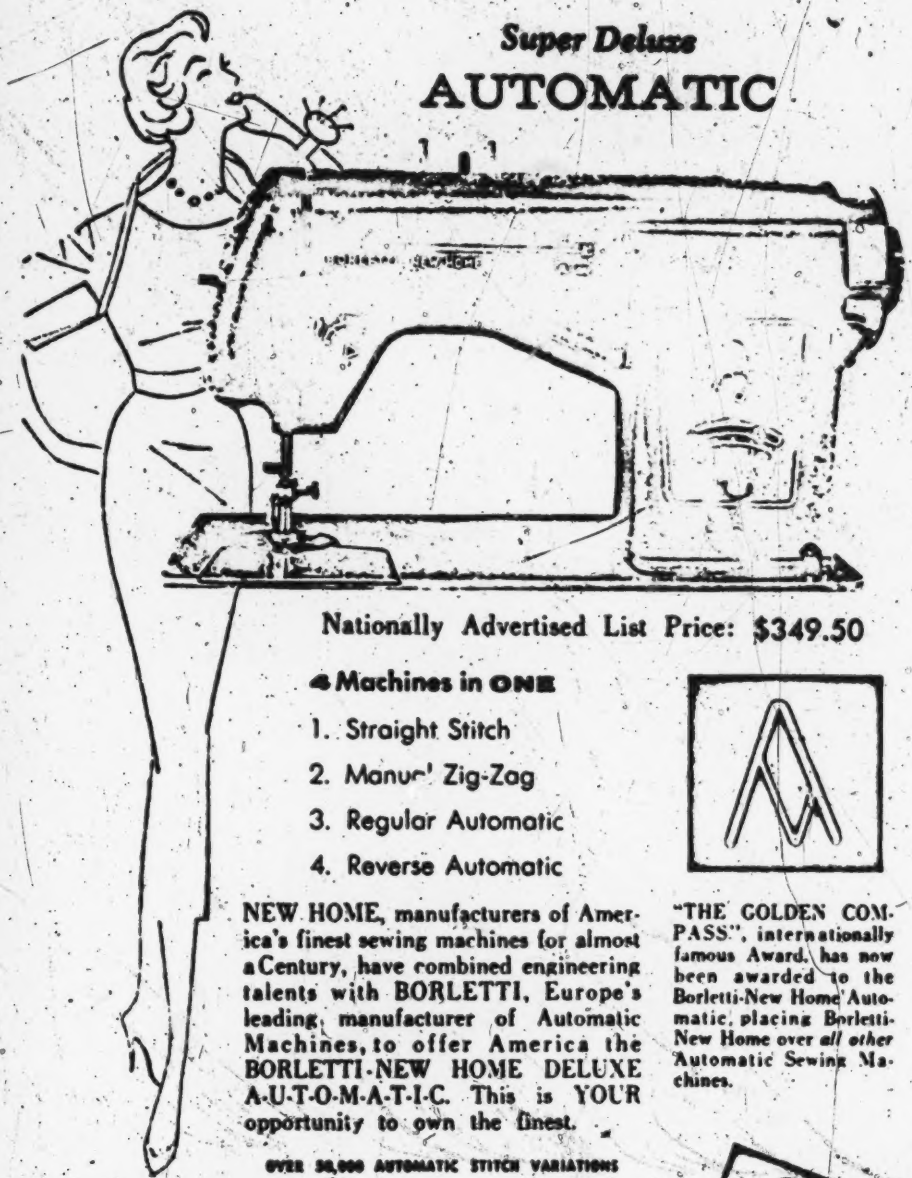
EXHIBIT S-61

NEW WINNER OF EUROPE'S AWARD

for [illegible]rfection in Industrial Design and Perform[illegible]," the incredible

Super Deluxe

AUTOMATIC



Nationally Advertised List Price: $349.50

4 Machines in ONE

1. Straight Stitch
2. Manu[illegible] Zig-Zag
3. Regular Automatic
4. Reverse Automatic

NEW HOME, manufacturers of America's finest sewing machines for almost a Century, have combined engineering talents with BORLETTI, Europe's leading manufacturer of Automatic Machines, to offer America the BORLETTI-NEW HOME DELUXE A-U-T-O-M-A-T-I-C. This is YOUR opportunity to own the finest.

"THE GOLDEN COMPASS", internationally famous Award, has now been awarded to the Borletti-New Home Automatic, placing Borletti-New Home over *all other* Automatic Sewing Machines.

OVER 50,000 AUTOMATIC STITCH VARIATIONS

In nearly every instance your present sewing machine will more than cover the down payment. The balance, only a few dollars a month. So call your nearest dealer for FREE Home Trial at no obligation. Or, mail coupon below:

Look for this BORLETTI-NEW HOME Exclusive Franchise Certificate before you buy. It's your guarantee of quality, protection and reliability.

NEW HOME

LIGHT RUNNING SEWING MACHINE CO.

P. O. Box 840 • Beverly Hills, California

NEW HOME

4 Machines in ONE

1. Straight Stitch
2. Manual Zig-Zag
3. Regular Automatic
4. Reverse Automatic

NEW HOME, manufacturers of America's finest sewing machines for almost a Century, have combined engineering talents with BORLETTI, Europe's leading manufacturer of Automatic Machines, to offer America the BORLETTI-NEW HOME DELUXE A-U-T-O-M-A-T-I-C. This is YOUR opportunity to own the finest.

"THE GOLDEN COMPASS", internationally famous Award, has now been awarded to the Borletti-New Home Automatic, placing Borletti-New Home over *all other* Automatic Sewing Machines.

OVER 50,000 AUTOMATIC STITCH VARIATIONS

In nearly every instance your present sewing machine will more than cover the down payment. The balance, only a few dollars a month. So call your nearest dealer for FREE Home Trial at no obligation. Or, mail coupon below:

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NEW HOME
LIGHT RUNNING
SEWING MACHINE CO.
P. O. Box 840 • Beverly Hills, California

Gentlemen:
Please send me your FREE Color Folder on the new 1957 BORLETTI-NEW HOME Sewing Machines and also the name of my nearest BORLETTI-NEW HOME Authorized Dealer.

Name .....

Address .....

City ..... State .....

Phone .....

If RFD please include full directions to your Home.

Mc Call Pattern Book - Fall '57 89

opportunity to own the finest.

OVER 50,000 AUTOMATIC STITCH VARIATIONS

In nearly every instance your present sewing machine will more than cover the down payment. The balance, only a few dollars a month. So call your nearest dealer for FREE Home Trial at no obligation. Or, mail coupon below:

Look for this BORLETTI-NEW HOME Exclusive Franchise Certificate before you buy. It's your guarantee of quality, protection and reliability.

NEW HOME
LIGHT RUNNING
SEWING MACHINE CO.
P. O. Box 840 • Beverly Hills, California

Gentlemen:
Please send me your FREE Color Folder on the new 1957 BORLETTI-NEW HOME Sewing Machines and also the name of my nearest BORLETTI-NEW HOME Authorized Dealer.

Name .....

Address .....

City ..... State .....

Phone .....

If RFD please include full directions to your Home.

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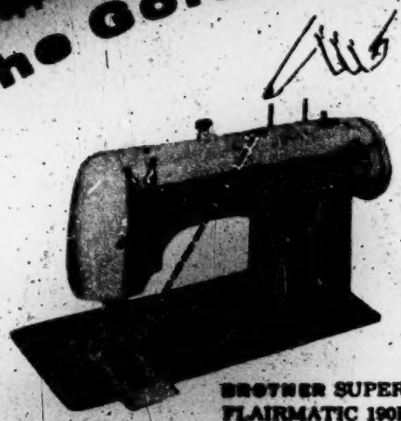
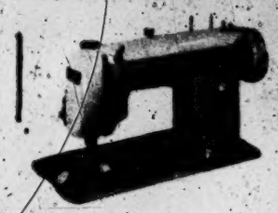
WE'RE TRYING OUR BEST TO MAKE THEM FAST ENOUGH

The Golden Age Quintet

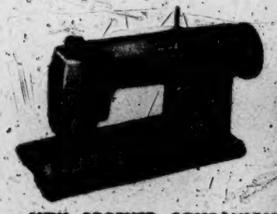


BROTHER SUPER FLAIRMATIC 190B

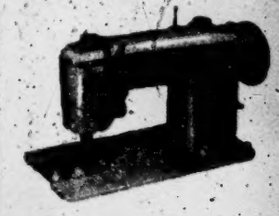
BROTHER GALAXIE 230



NEW BROTHER ELECTRA 140. All-purpose zigzag new model does everything!



NEW BROTHER COMPANION 220. For precise straight sewing, with pushbutton reverse.



NEW BROTHER SUPER SELECTOMATIC 160. It's fully automatic—you see the stitch you choose on the picture dial.

EXCLUSIVE...

TWO NEW WAYS TO MAKE BUTTONHOLES AUTOMATICALLY!

BROTHER SUPER FLAIRMATIC 190B— Just touch the button to make button holes! Exclusive BROTHER feature is built-in. Sew perfect straight and hundreds of fancy stitches with this advanced sewing machine.

BROTHER GALAXIE 230—Just insert "FK- 18," the exclusive drop-in pattern key that automatically sews button holes . . you'll enjoy sewing hundreds of automatic designs plus perfect straight stitches to put fashions at your fingertips!

PRODUCTION INCREASED 60%

LINE THAT ... THE ACCENT ...

BROTHER®

Canadian Office: Brother International Corp. (Canada) Ltd., 5061 Cote de Liesse Road, Montreal 9, Quebec

S-72 2633

[fol. 2676]

IN UNITED STATES DISTRICT COURT

EXHIBIT S-87

Multiple Cam

Model Name	Retailer	Initial Price	Price at Which Store Willing to Sell	Exhibit S-87 (Par. 148) Single Price Specified by Store
A & S Deluxe	A & S Dept. Store Babylon, N.Y.	$339.50	$219.50	
White Automatic*	McGurdy Dept. Store Rochester, N.Y.	251.95	199.00	
Super Selectomatic #100	Sincere Sales & Service Los Angeles, Calif.			$189.50
Sewmor 990	Active Sew. Mach. Co. New York City, N.Y.			175.00
Super Selectomatic #100	Taylor Sewing Machine Co. Los Angeles, Calif.	189.50	169.50	
Whitehouse Deluxe Stitch 3 Needle*	Customers Mart of America Anaheim, Calif.			169.00
Brother 100	William Ernst Sew. Mach. Co. Buffalo, N.Y.	205.00	165.00 (With trade in)	
Free Westinghouse 803A	Ray's Sewing Machine Co. Buffalo, N.Y.	200.00	160.00 (With trade in)	
Viscount 740	Davega's Brooklyn, N.Y.	319.95	149.95	
Viscount Deluxe 740	Davega Discount Center Manhasset, L.I., N.Y.	319.95	139.95	
Wizard Imperial Auto. #2JC8867*	Western Auto Supply Rochester, N.Y.			134.95
Brother Selectomatic	American Sewing Machine Co. Brooklyn, N.Y.	—	133.00	

Exhibit S-87
(Par. 148)

Multiple Cam

Model Name	Retailer	Initial Price	Price at Which Store Willing to Sell	Single Price Specified by Store
Coronado Model #45-4116	Gamble Store 6530 University Avenue Minneapolis, Minn.	129.95	129.95	
Kingston 400 Deluxe Automatic*	Rudolphs Jewelers Rochester, N.Y.			129.95
Coronado Model #45-4116	Gamble Store 1000 W. Broadway Minneapolis, Minn.	129.95	129.95	
Gimbel Single Dial #195	Gimbel's New York City, N.Y.	179.95	119.95 (with lessons) (on sale)	
Coronado Model #45-4116	Gamble Store 101 W. Lake St. Minneapolis, Minn.	139.50	119.50	
Riviera 061*	W. T. Grant Rochester, N.Y.			99.95
Coronado Model #45-4116	4013 Central Ave., N.E. Minneapolis, Minn.	99.95	99.95	
Super Zigzag Model Sam	Bennett Brothers New York, N.Y.	179.95	91.00	
Coronado Model #45-4116	Gamble's St. Cloud, Minn.	102.00	90.00	
Coronado Model #45-4116	Gamble Store 4165 No. Lyndale Ave. Minneapolis, Minn.	89.95 (head only)	89.95 (head only)	
Riviera 100	W. T. Grant Philadelphia, Pa.	89.50	89.50	

[fol. 2677]

EXHIBIT S-88

Exhibit S-88
(Par. 148)

Replaceable Cam

Model Name	Retailer	Initial Price	Price at Which Store Willing to Sell	Single Price Specified by Store
Kenmore Model 90	Sears Roebuck Rochester, N.Y.	$230.00	$10 or $15 off for cash	
White 673	M. Salsman 420 Lexington Avenue New York, N.Y.	294.00	$200.00 (including lessons)	
White 673	Younkers Des Moines, Iowa	199.50	199.50	
White 673	Wheeler Sewing Machine Co. Santa Ana, Calif.	294.00	199.00	
Sears Roebuck #88	Sears Roebuck Shop Des Moines, Iowa	196.00	196.00	
Kenmore #90	Sears Roebuck & Co. Catalogue Shop by Phone LO 4-2409	189.95 (Catalog Jubilee Special)	189.95	
Brother Galaxie 230	Sincere Sales & Service Los Angeles, Calif.			$189.50
White Auto. 3354	Wheeler Sewing Machine Co. Santa Ana, Calif.	274.00	189.00	
Kenmore Model 90 #158-840	Sears Roebuck Flushing, N.Y.			180.00
Continental 2500	Sterling Sew. & Vac. Co. Hicksville, N.Y.	340.00	175.00	
Macys Own Super Haverhill House*	Macy's Dept. Store New York, N.Y.			169.95
Morse Duo Matic	Hub Vac Stores Brooklyn, N.Y.	249.50	169.50	

(Par. 148)

Replaceable Cam

Model Name	Retailer	Initial Price	Price at Which Store Willing to Sell	Single Price Specified by Store
Brother Galaxie 230	Necchi Elna Pfaff Philadelphia, Pa.	169.00	169.00	
Kenmore E—#47	Sears Roebuck & Co. 326 East 149 St., Bronx, N.Y.			164.95
Kenmore #90	Sears Roebuck & Co. Fordham Road, Bronx, N.Y.	189.95	159.88 (without buttonhole attachment)	
Kenmore F—#90	Sears Roebuck 326 East 149 St., Bronx, N.Y.			157.95
Tri Span 88	Sears Roebuck Mt. Vernon, N.Y.	189.95	154.95 (on sale)	
Diplomatic	White Electric Appl. Co. New York, N.Y.	145.00 (special for week)	145.00	
White Rotary	A & S Hempstead, N.Y.			139.50
Stradivaro 95*	Active Sew. Mach. Co. New York, N.Y.			135.00
Keystone*	Gamble Store Bairnard, Minn.	139.95	129.95 (special for day)	
Kenmore #47	Sears Roebuck & Co. Catalogue Shop by Phone LO 4-2400	129.95	129.95	
Brother Galaxie #30	Soffa Sew. Mach. Co. Los Angeles, Calif.	329.50	129.50	
Good Housekeeping	Time Credit Jewelers Brooklyn, N.Y.			125.00
Kenmore D—#46	Sears Roebuck & Co. 326 East 149 St., Bronx, N.Y.			115.95
Dressmakers Automatic	Acme New York, N.Y.			109.00
Kenmore #46	Sears Roebuck & Co. Catalogue Shop by Phone LO 4-2400	99.95	99.95	
Kenmore D	Sears Roebuck Mt. Vernon, N.Y.			99.95
Fleetwood	Brittany Brooklyn, N.Y.	199.50	99.50	
Riviera 142*	W. T. Grant Rochester, N.Y.			89.95
Sterlin	Vim Stores Brooklyn, N.Y.	No list	88.88	
Crown Automatic	Century Wholesale Supply Rochester, N.Y.	199.00	86.70	
Kingston Zig Zag	Rudolphs Jewelers Rochester, N.Y.			78.88
Wisard Custom*	Western Auto Rochester, N.Y.			74.95
Riviera Semi-Auto.*	W. T. Grant Philadelphia, Pa.			69.50

[fol. 2678]

EXHIBIT S-89

Exhibit S-89
(Par. 148)

Model Name	Manual Retailer	Initial Price	Price at Which Store Willing to Sell	Single Price Specified By Store
Super Macy	Macy's Roosevelt Field Long Island, N.Y.	$179.95	$179.95	
Fleetwood E.Y.	Sobel Vacuum Cln. Ser. East Williston, L.I., N.Y.	200.00	150.00	
White Semi Automatic*	McCurdy's Dept. Store Rochester, N.Y.	192.95	149.95	
Good Housekeeping	Sobel Vacuum Cln. Ser. Huntington, L.I., N.Y.	—	149.95	
Electra 140	Sincere Sales & Service Los Angeles, Calif.			$145.00
Free Westinghouse 370	Customers Mart of America Anaheim, Calif.	199.50	139.50	
Electra 140	Necchi Elna Pfaff Philadelphia, Pa.			129.50
Universal Min.*	Associated Sewing Machine Co. Los Angeles, Calif.			129.50
White De Luxe Z.Z. 2334	Wheeler Sewing Machine Co. Santa Ana, Calif.	229.00	129.00	
Seamstress	Sterling Sewing Machine Co. Hicksville, L.I., N.Y.	139.00	129.00	
White House Zigzag 132*	Customers Mart of America Anaheim, Calif.			129.00
Cosmopolitan M.I. 305 Z.Z.	Vims Stores Smithtown, L.I., N.Y.	139.00	127.00	
Brothers 190B	William Ernst Sew. Mach. Co. Buffalo, N.Y.	165.00	125.00 (with trade in)	
Free Westinghouse 603	Ray's Sew. Mach. Co. Buffalo, N.Y.	162.00	122.00 (with trade in)	
International Rotary	A & S Hempstead, N.Y.			119.50
White 2137	M. Salzman New York, N.Y.			119.00
Modern Style 130	Macy's Jamaica, L.I., N.Y.			114.95
A & S Special	A & S Hempstead, N.Y.			109.50
White House Deluxe 140*	Customers Mart of America Anaheim, Calif.	179.99	99.95	
Sanshin 139	Macy's Dept. Store New York, N.Y.	129.50	99.95 (on sale)	
Macy's Semi Automatic*	Macy's New York, N.Y.			99.95
Stradivaro 125	Brittany Brooklyn, N.Y.	199.50	99.50	
Peerless	Kress 5 & 10 40th St. & 5th, New York, N.Y.			99.50
Riviera 140	Grant's 1535 3rd Ave., N.Y., N.Y.	94.00	94.00	
Riviera 140	Grant's 1033 St. Nicholas Ave., New York, N.Y.			94.00
Cosmopolitan 106 Z.Z.	Vims Smithtown, L.I., N.Y.	120.00	90.00	
Electra or Riviera 140	W. T. Grant Flushing, L.I., N.Y.			89.95
Brother Riviera 140	Grant's 605 West 181 St., N.Y., N.Y.	94.00	89.95 (floor model)	
White 628	Wheeler Sewing Machine Co. Santa Ana, Calif.			89.00 (base only and no light)
Cosmopolitan 305	Vim Stores Brooklyn, N.Y.	no list	88.88	

Exhibit S-89
(Par. 148)

Manual

Model Name	Retailer	Initial Price	Price at Which Store Willing to Sell	Single Price Specified By Store
Modern	Stitch-in-Time Sew. Ctr. Levittown, L.I., N.Y.	95.00	85.00	
Viscount 940	Davega Discount Center Manhasset, L.I., N.Y.	139.95	69.95	
Viscount 940	Davegas Brooklyn, N.Y.	139.95	69.95	
Flairmatic	Soffa Sew. Mach. Co. Los Angeles, Calif.			69.50
Crown Deluxe Semi Automatic	Century Wholesale Supply Rochester, N.Y.	149.00	64.40	

[fol. 2679]

Exhibit S-90

Exhibit S-90
(Par. 148)

Multiple Cam

Model Name	Retailer	Initial Price	Price At Which Store Willing To Sell	Single Price Specified By Store
Bernina 640-2	Sewing Service Center Los Angeles, Calif.	$399.00	$399.00	
Bernina 530-2 (Record)	Taylor Sewing Machine Co. Los Angeles, Calif.	389.00	389.00	
Pfaff 360-261	Sewing Machine Services Store Culver City, Calif.			$369.00
Pfaff 260	Sewing Machine Services Store Culver City, Calif.			369.00
Pfaff 230	Taylor Sewing Machine Co. Los Angeles, Calif.			369.00
Borletti New Home Super Deluxe Automatic	Carson Pirie Scott Chicago, Ill.	359.50	359.50	
Pfaff 260	Hammels Dept. Store Mobile, Ala.	339.95	339.95	
Pfaff 260A	Max M. Dreyfus New Orleans, La.	339.50	339.50	
Pfaff 260	D. H. Holmes Baton Rouge, La.	339.50	339.50	
Pfaff 260	Maison Blanche New Orleans, La.	339.00	339.00	
Pfaff 260	Barnards Dept. Store Worcester, Mass.	380.00	330.00	
Pfaff 260	Rosenfield Dept. Store Baton Rouge, La.	339.00	299.00	
Lady Kenmore	Sears, Roebuck & Co. Worcester, Mass.			289.95

Exhibit S-90
(Par. 148)

Multiple Cam

Model Name	Retailer	Initial Price	Price At Which Store Willing To Sell	Single Price Specified By Store
Pfaff 260	Interstate Sewing Mch. Co. Peekskill, N.Y.	339.50	289.50	
Pfaff 260	Goldblatt Brothers Chicago, Ill.	339.00	279.00	
Lady Kenmore	Sears Roebuck & Co. Mobile, Ala.	284.50	250.00	
Lady Kenmore	Sears Roebuck & Co. Highland Park, Mich.	284.95	249.95	
Lady Kenmore	Sears Roebuck & Co. Miles, Ill.	249.00	249.00	
Lady Kenmore	Sears Roebuck & Co. New Orleans, La.	254.95	246.95	
Pfaff 260	Goldblatt Bros. Chicago, Ill.	279.00	230.00	
Pfaff 260	Polk Bros. Chicago, Ill.	339.00	229.00	

[fol. 2680]

Exhibit S-91

Exhibit S-91
(Par. 148)

Replaceable Cam

Model Name	Retailer	Initial Price	Price at Which Store Willing to Sell	Single Price Specified by Store
Necchi Supernova Julia	Rosenfield Dept. Store Baton Rouge, La.	$389.95	$389.95	
Necchi Supernova	Samples Sewing Center Inglewood, Calif.			$379.00
Necchi Supernova Mark II	Sew. Mach. Mart Mobile, La.	360.00	360.00	
Necchi Supernova	Signet Sewing Machine Co. Bronx, N.Y.			339.50
Adlermatic 589A	Atlantic Sew. Mach. Co. Huntington Park, Calif.	379.50	329.50	
Adlermatic 989A*	Atlantic Sew. Mach. Co. Huntington Park, Calif.	379.50	329.50	
Necchi Julia	John Leabu Ann Arbor, Mich.			324.00
Necchi Supernova (New Name Julia)	Gramatan Sew. Mach. Co. Mt. Vernon, N.Y.	339.00	319.00	
Necchi Supernova Julia	J. L. Hudson Detroit, Mich.	—	314.30	
Necchi Supernova Julia	J. L. Hudson Detroit, Mich.	350.00	314.00	
Adler 453A*	Atlantic Sew. Mach. Co. Huntington Park, Calif.	359.50	309.50	
Necchi Supernova Ultra Mark II	Rosenfield Dept. Store Baton Rouge, La.	389.95	308.70	
Necchi Supernova Julia	Armand's Appl. Co. Culver City, Calif.	349.00	294.00	

Exhibit S–91
(Par. 148)

Replaceable Cam

Model Name	Retailer	Initial Price	Price at Which Store Willing to Sell	Single Price Specified by Store
Necchi Supernova	Whittier Sewing Machine Detroit, Mich.			293.31
Necchi Supernova Ultra Mark 2	Necchi-Elna Sew. Cir New York, N.Y.	340.00	290.00	
Elna Supermatic D	Necchi-Elna Sew. Cir New York, N.Y.	340.00	290.00	
Necchi Supernova Ultra	Lipscomb's New Orleans, La.	389.50	289.50	
Necchi Nora	Sew. Mach. Mart Mobile, Ala.	289.00	289.00	
Elna Open Arm	John Leabu Ann Arbor, Mich.			289.00
Necchi Supernova Ultra Mark 2	J. L. Hudson Detroit, Mich.	334.00	283.00	
Necchi Supernova Ultra Mark 2	J. L. Hudson Detroit, Mich.	—	283.00	
Necchi Supernova Julia Model 550	Polk Bros. Arlington, Ill.	365.00	274.00	
Necchi Nora	John Leabu Ann Arbor, Mich.			274.00
Necchi Supernova (New Name Julia)	Simplex Appl Co. Worcester, Mass.	260.00	—	
Elna Supermatic (Open Arm)	J. L. Hudson Detroit, Mich.	—	259.21	
Necchi Supernova Mark 2	R. H. White's Worcester, Mass.	354.95	254.94	
Necchi Nora (13 Cams)	Rosenfield Dept. Store Baton Rouge, La.	249.50	249.50	
Necchi Nora	Samples Sewing Center Inglewood, Calif.			235.00
Elna Supermatic (Flat Bed)	J. L. Hudson Detroit, Mich.	—	234.00	
Necchi Nora	Armands Appl. Co. Culver City, Calif.			229.00
Necchi Nora	Whittier Sewing Machine Detroit, Mich.			225.00
Elna Piana	R. H. White's Worcester, Mass.	299.95	219.95	
Necchi Nora	Necchi-Elna Sew. Cir New York, N.Y.	290.00	210.00	
Elna Automatic (Open Arm)	J. L. Hudson Detroit, Mich.	—	204.95	
Elna Automatic C	Necchi-Elna Sew. Cir New York, N.Y.	290.00	200.00	
Necchi Nora	Lipscomb's New Orleans, La.	289.95	199.95	
Elna Automatic (Flat Bed)	J. L. Hudson Detroit, Mich.	—	198.25	
Necchi Nora (13 Cams)	J. L. Hudson Detroit, Mich.	—	198.00	
Necchi Nora	Simplex Appl. Co. Worcester, Mass.	185.00	—	
Adler 189A	Taylor Sew. Mach. Co. Los Angeles, Calif.	290.00	110.00 (slightly used)	

[fol. 2681]

EXHIBIT S-92

(Par. 148)

Manual

Model Name	Retailer	Initial Price	Price At Which Store Willing To Sell	Single Price Specified By Store
Pfaff 360-6	Bernard Dept. Store Worcester, Mass.	$439.50	$359.50	
Pfaff 259	Barnard Dept. Store Worcester, Mass.	330.00	—	
Pfaff 360-6	Hammels Dept. Store Mobile, Ala.	289.00	280.00	
Pfaff 259	Hammels Dept. Store Mobile, Ala.	289.00	289.00	
Adler 200	Atlantic Sewing Machine Co. Huntington Park, Calif.	269.50	—	
Necchi B.U.	Sewing Machine Mart Mobile, Ala.	258.00	258.00	
Pfaff 229	Interstate Sewing Machine Co. Peekskill, N.Y.	289.50	239.50	
Pfaff 259	Suppe's Huntington Park, Calif.	319.00	219.00	
Pfaff 130	Sun Stores Worcester, Mass.	259.50	200.00 (with trade-in)	
Elna Zigzag	Necchi Elna Sewing Circle New York, N.Y.	229.00	179.00	
Veritas Zigzag 8014/Z	Advance Sewing Center New Orleans, La.	179.00	179.00	
Pfaff 139	Maison Blanche Dept. Store New Orleans, La.	269.95	169.95	
Remington 132	Sew. Mach. Services Store Culver City, Calif.	185.00	160.00	
Elna Zigzag	Simplex Appliance Co. Worcester, Mass.			$160 00
Elna Zigzag (Open Arm)	J. L. Hudson Detroit, Mich.	—	149.88	
Elna Zigzag (Flat Bed)	J. L. Hudson Detroit, Mich.	—	145.30	

[fols. 6117-6133] IN UNITED STATES DISTRICT COURT,
SOUTHERN DISTRICT OF NEW YORK

Civil Action No. 154-108

UNITED STATES OF AMERICA, Plaintiff

v.

THE SINGER MANUFACTURING COMPANY, Defendant

PLAINTIFF'S PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW

• • • • • • •

Description of the Defendant

[fol. 6134] 59. Singer and Gegauf entered into a non-exclusive royalty-free patent cross-licensing agreement on April 14, 1956. It related to the Singer-owned Harris United States Patent No. 2,693,778, the United States Harris Reissue Application No. 516,059 and nine corresponding foreign patents and patent applications; and to the Gegauf-owned United States Application No. 358,377 and four corresponding foreign patents and applications.

[Govt. Ex. 26]

60. By this agreement of April 14, 1956 Gegauf undertook not to attack Singer, directly or indirectly, in any country on the basis of its said patents or patent applications. Singer undertook not to attack Gegauf, directly or indirectly, in any country, a) on the basis of its said patent or patent applications which were the subject of the agreement or, b) for the existing construction of the Bernina sewing machine. This agreement was signed by M. L. Waterman, a vice president of Singer and Fritz Gegauf, Sr. of Gegauf.

61. By virtue of this agreement, Singer and Gegauf cross-licensed each other's royalty-free and Singer eliminated the possibility of Gegauf interfering with the defendant's manufacture or marketing of the 319 and 401 machines in any country of the world.

[Dft. Ex. 31, p. 6; Govt. Exs. 26, 36; Dft. Ex. 35, p. 3, par. 1]

62. This agreement also provided that neither party would do anything in any country the result of which might restrict the scope of the claims of the other.

[Govt. Ex. 26, par. 1] [This particular subject matter is covered with more significant detail in subsequent Findings 219-234]

. . . . . .

[fols. 6135-6147] 64. Thus, as of April 1956, by virtue of the aforesaid patent agreements between Singer and Vigorelli; Vigorelli and Gegauf; and Singer and Gegauf, all of the parties had agreed not to oppose the patent claims of the other in relation to the machine-carried multiple cam machines and each had granted patent licenses to the others.

. . . . . .

[fol. 6148] 113. The defendant and Gegauf entered into an unwritten agreement and understanding, as exemplified by all of the aforesaid facts, the principal term of which was that Gegauf would assign its United States patent applications to the defendant, and that the defendant would use the patents resulting therefrom, in conjunction with patents resulting from its own United States applications, [fols. 6149-6152] to exclude competition from persons in the United States dealing in Japanese-made machine carried multiple cam machines.

114. The patents that were the subject of this conspiracy were those resulting from the Gegauf United States patent applications that were assigned to Singer; and those that were to issue from Singer's United States applications, viz. the "Johnson," "Perla" and "Harris" reissue applications.

[Govt. Ex. 44, 1st pg., 2nd par.; Govt. Ex. 66, attached letter of Gegauf, 2nd pg., 1st full par.; 3rd sent.; Govt. Ex. 199, handwritten notes on last page]

. . . . . .

[fol. 6153] 123. During the period that Singer was developing its machines, filing patent applications and search-

ing for patent applications of others, it was concerned with obtaining such patent rights from others as would permit it to manufacture and sell its "401" and "319" machines free from patent infringement suits by others, and free of the necessity of paying any patent royalties. However, following the procurement of such patent protection by virtue of license agreements, Singers interest changed to one of excluding competition and with that intent and purpose it engaged in purchasing full rights to patents or patent applications under which it had already been licensed.

[fols. 6154-6157] [Dft. Ex. 45, 2d par. of attached report]

* * * * * * *

[fols. 6158-6177] 139. The defendant decided that if it did not so succeed in inducing Gegauf to refuse licenses to other European manufacturers, it would then try to get Gegauf to limit any such license to a modest number of machines, thereby permitting the defendant to control the flow of imports of the machine-carried multiple cam machines by keeping it down to what it considered to be a modest number of machines or, if it saw fit, by granting a license for a royalty fee.

[Govt. Ex. 57, p. 2 of attached memorandum, 1st full par.]

* * * * * * *

[fol. 6178]. 227. The written agreement of April 14, 1956 between Singer and Gegauf was prepared by employees of [fols. 6179-6194] Singer, namely, Mr. Stanford and Mr. Kircher and, as well as providing for the cross-licensing of the pending patent applications of each, also provided:

> Singer and Gegauf each undertake not to do anything, either directly or indirectly and in any country, the result of which might restrict the scope of the claims of the other party relating to the subject matter of the [subject patents and patent applications.]

[Govt. Ex. 26, p.2; Tr. 1026, 1029]

228. By virtue of this agreement Singer and Gegauf each agreed that the United States interference between them would be settled merely by determining which one of the parties was prior to the other and that such party would be awarded the claims. It was agreed that neither party would seek to narrow, restrict, or hold unpatentable the claims of the other.

[Govt. Ex. 16, p.2, line 4 to p.3, line 20; Govt. Ex. 41, p.1, par.2, to p.2, line 5]

. . . . . .

[fol. 6195] [File endorsement (omitted)]

IN UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK

Civil Action No. 154-108

UNITED STATES OF AMERICA, Plaintiff

v.

THE SINGER MANUFACTURING COMPANY, Defendant

PLAINTIFF'S MEMORANDUM RELATIVE TO DEFENDANT'S PROPOSED FINDINGS—September 20, 1961

. . . . . .

The Government has made no contention that the cross-licensing was unlawful. It was after the defendant had acquired royalty-free patent rights that it entered into the conspiracy alleged and attempted to monopolize by acquiring full title to the patents or patent applications under which it had already been licensed.

The only phase of the cross-licensing agreements which the Government does contend was unlawful, is the provision in the defendant-Gegauf agreement of April 14, 1956 by which the parties agreed not to do anything directly or [fols. 6196-6244] indirectly, in any country the result of

which might restrict the scope of the patent claims of the other party. Although this provision was included in a cross-licensing agreement, the Government contends that it was not ancillary thereto and that it is, in and of itself, in violation of the Sherman Act.

. . . . . .

[fols. 6358-6422] IN UNITED STATES DISTRICT COURT,
SOUTHERN DISTRICT OF NEW YORK

Civil Action No. 154-108

UNITED STATES OF AMERICA, Plaintiff

v.

THE SINGER MANUFACTURING COMPANY, Defendant

PLAINTIFF'S POST TRIAL BRIEF

* * * * * * *

[fols. 6423-6458] III. The Singer-Gegauf Agreement of April 14, 1956 is Unlawful in Itself and Violates Sections 1 and 2

The Singer-Gegauf agreement of April 14, 1956 contains express provisions in which the parties agreed not to do anything which might restrict the scope of the patent claims of each other. This agreement was designed to permit the parties to obtain the broadest patents possible and, in addition to furthering both the conspiracy and the attempt to monopolize, it is, of and in itself, unlawful and violates both Sections 1 and 2 of the Sherman Act.

The provision which is unlawful reads:

> Singer and Gegauf each undertakes not to do anything either directly or indirectly and in any country, the result of which might restrict the scope of the claims of the other party relating to the subject matter of the [patents and patent applications which are the subject of the agreement]. [Govt. Ex. 26, p. 2]

This provision, as a matter of law, violates the Sherman Act, *infra*. Its full meaning and import are apparent from the circumstances surrounding the agreement.[8]

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[8] The question as to whether this contract is unlawful need not be considered if the overall conspiracy or attempt is found to exist. *United States* v. *Imperial Chemical Industries, Ltd.*, 100 F.Supp. 504 (S.D.N.Y. 1951).

[fols. 6759-6760] IN UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK

Civ. 154-108

UNITED STATES OF AMERICA, Plaintiff,

v.

THE SINGER MANUFACTURING COMPANY, Defendant.

AMENDED AND CORRECTED OPINION OF SYLVESTER J. RYAN, C.J.—May 11, 1962

LEE LOEVINGER, Esq., Assistant Attorney General, Department of Justice, Washington, D. C., for plaintiff (Lewis Bernstein, John J. Galgay, Richard B. O'Donnell, John D. Swartz, William J. Elkins, Les J. Weinstein, Edward F. Corcoran, James J. Farrell, Jr., Esqs., of counsel).

WINTHROP, STIMSON, PUTNAM & ROBERTS, Esqs., New York, New York, for defendant (Arthur E. Pettit, Allen T. Klots, Edwin J. Wesely, Terence H. Benbow, Neil F. Twomey, Edward A. Miller, Richard J. Riker, Chester A. Williams, Jr., Esqs., of counsel).

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[fol. 6761] RYAN, *C.J.*:

This civil antitrust suit was filed by the United States of America under Section 4 of the Sherman Act to prevent and restrain alleged violations by the defendant of Sections 1 and 2 of the Act. The suit concerns only the United States trade and commerce arising from the importation into the United States of a particular type of household sewing machine known as the "machine-carried multi cam zigzag machine." Many of the relevant and material facts were stipulated by the parties prior to trial following extensive informal hearings held with counsel. The very competent senior attorneys and the junior associates appearing both for the Government and for the defendant gave evidence of their great ability, conscientious application and industry, and zealous advocacy. They were most

cooperative and helpful; for this, they have the thanks of the Court.

[fol. 6762] I. The Issues Presented

The complaint alleges that, beginning in at least 1956 and continuing up to December 22, 1959, the date of the filing of the complaint, the defendant and the alleged co-conspirators had been engaged in an unlawful combination and conspiracy to restrain and monopolize; and that the defendant had unlawfully attempted to monopolize interstate and foreign trade and commerce in the importation, sale and distribution of household automatic zigzag sewing machines.

The acts alleged to have been committed by the defendant pursuant to the alleged conspiracy and attempt are: (1) the acquisition by the defendant from the alleged co-conspirator Gegauf of two United States patent applications covering automatic zigzag sewing machines; (2) the making of separate agreements with the alleged co-conspirators Gegauf and Vigorelli to insure the granting, with respect to specified patents, of the broadest possible patent claims to each other for the purpose of excluding foreign automatic zigzag sewing machines; (3) the filing of infringement suits and proceedings before the Tariff Commission by the defendant asserting the patent rights assigned to it by Gegauf in conjunction with its own patent rights to exclude the importation into the United States of automatic zigzag sewing machines of foreign manufacture; (4) the action by defendant, in conjunction with the alleged co-conspirators, determining what European manufacturers would be permitted to export foreign made automatic zigzag sewing machines to the United States; and (5) the making by the defendant of a non-aggression cross-licensing agreement with Messerschmitt and the subsequent acquisition by the defendant of the United States Messerschmitt patent application, which was the subject of the cross-license agreement, for the purpose of excluding foreign made automatic zigzag sewing machines.

[fol. 6763] The Government does not charge that the acquisition by Singer of three other United States patents—the Harris reissue, Johnson, and Perla, which are later discussed—was unlawful. On the contrary, it concedes

that they were lawfully acquired. It is the acquisition of these two Gegauf United States patents, known as Gegauf No. 1 and No. 2, which is claimed by the Government to be unlawful. It is contended that they were acquired by Singer pursuant to the alleged conspiracy and with a purpose to use them in conjunction with the above three lawfully acquired patents to exclude competition. The Government also contends that the Singer "401" machine was fully protected under a Gegauf license and the Johnson patent.

From these acts, it is alleged, have flowed the following results: (1) United States importers, distributors and retailers, dealing in household automatic zigzag sewing machines of foreign manufacture, have been precluded from importing, distributing and selling these machines in a market free from unlawful restraints; (2) defendant has been able to acquire and maintain a position of domination and control in the manufacture, sale and distribution of household automatic zigzag sewing machines in the United States; and (3) consumers have been deprived of the opportunity of purchasing household automatic zigzag sewing machines in a free and competitive market. To dissipate these effects, the Government prays that the defendant be enjoined from continuing to carry out the alleged conspiracy and attempt to monopolize and from using its patents and patent rights to effectuate the alleged conspiracy.

The main thrust of the defense lies in the contention that all the complained-of activities of Singer were lawful and were done to accomplish a lawful purpose. Defendant maintains that they were initiated and carried out solely to insure Singer's ability to lawfully protect the manufacture [fol. 6764] and sale of its "401" sewing machine in the United States and of its "319" sewing machine outside the United States.

The specific issues presented are: (1) Was there an unlawful conspiracy among the alleged conspirators to restrain or exclude competition in the trade and commerce involved?; (2) Did Singer attempt to monopolize this trade and commerce?; and (3) Were the agreements entered into between the parties or any of their provisions *per se* violations of Sections 1 or 2 of the Sherman Act?

The Government did not call any witnesses on its case in chief; it called four witnesses on rebuttal; it offered in evidence 210 exhibits, documentary and physical, during the trial. Defendant called ten witnesses on its case in chief and two in rebuttal; it offered 202 documentary and physical exhibits. After consideration of all this evidence, we make the following findings of fact.

II. Findings of Fact

A. Description of defendant and of others

The sole defendant named is The Singer Manufacturing Company (hereinafter Singer), a New Jersey corporation with its principal place of business in this district. Singer manufactures household sewing machines, including machine-carried multi cam zigzag sewing machines, which are particularly involved in this suit. It sells these machines in the United States through a wholly-owned subsidiary, the Singer Sewing Machine Company, and in various foreign countries through independent distributors.

The alleged con-conspirators named in the complaint are:

Fritz Gegauf, A.G., Bernina Nahmaschinen Fabrik (hereinafter Gegauf), a Swiss corporation with its principal place of business in Steckborn, Switzerland. Gegaulf manu- [fol. 6765] factures household sewing machines in Switzerland, including automatic zigzag sewing machines, and exports some of these machines to various countries including the United States.

Arnaldo Vigorelli, S.p.A. (hereinafter Vigorelli) is an Italian corporation, with its principal place of business in Pavia, Italy. Vigorelli manufactures household sewing machines in Italy, including automatic zigzag sewing machines, and exports some of these machines to various countries, including the United States.

Although not named as an alleged co-conspirator, there was some evidence presented concerning Messerschmitt, A.G. with whom Singer at times had patent negotiations and dealings. Messerschmitt is a German corporation, engaged in the manufacture and sale of household sewing machines, including zigzag sewing machines.

B. A brief description of household zigzag sewing machines and their operation

Some sewing machines are designed and sold for use principally by housewives for personal and family sewing needs; other machines are produced to meet the requirements of industrial and commercial use. The straight stitch type of household sewing machine comprises three basic devices, namely, a thread-carrying needle which reciprocates in a vertical direction but does not move transverse to the direction of the work feed; a looptaker which, cooperating with the needle, forms a straight line of stitches; and a mechanism which feeds the work to be stitched between such needle and looptaker. These three devices are driven in synchronism by an electric motor or by an operator using a treadle, handcrank, or similar mechanism. The speed of the machine, the length of the stitches and the direction of the feed may be varied by the operator.

[fol. 6766] The zigzag stitch machine has all of the features and functions of a straight stitch machine and may be operated as a straight stitch machine. In addition, the needle may be shifted back and forth laterally of the normal direction of the work feed, from zero to maximum, within the field of lateral throw of the needle, from a fixed neutral position of nonvibration in the center of such field of throw, so as to produce stitches that follow a zigzag path. The size and shape of the pattern of the zigzag stitch may be altered by varying the amplitude of the lateral needle movements and the amplitude and/or direction of the work-feeding movements. Mechanism may be provided for fixing a neutral position of nonvibration of the needle at either the center or at either side of the field of the lateral throw of the needle and for controlling the lateral throw of the needle within such field, from zero to maximum, either across a center line through such field or from either side of such field. Mechanism may also be provided, whereby the needle can be laterally vibrated through predetermined patterns of movement modifying the zigzag stitch path, with the result that stitches may be made having various ornamental configurations other than plain zigzag.

There are three general types of household zigzag sewing machines:

1. The manually-operated zigzag machine—a household sewing machine which, in addition to straight stitches, produces continuous plain zigzag stitches and, by manual manipulation, during the operation of the machine, of a handle or lever located on the exterior of the machine, will also produce various ornamental and functional zigzag stitch patterns.

2. The Replaceable Cam ZigZag Machine—a household sewing machine which, in addition to straight stitches, pro- [fol. 6767] duces without any artistry on the part of the operator, various ornamental and functional zigzag stitch patterns, the preselection of which must be made by the user through the manual removal from the machine of one or more cams and the manual replacement of such cam or cams by one or more substitute cams having cam configurations different from the replaced cams.

3. The Machine-Carried Multiple Cam Zigzag Machine—a household sewing machine which, in addition to straight stitches, produces without any artistry on the part of the operator, various ornamental and functional zigzag stitch patterns, the preselection of which must be made by the user through a device such as a dial, handle or knob, located on the exterior of the machine, which affects a relative shifting of cam tracking means and a group of machine-carried cams, each having cam configurations different from the other cams.

To properly and efficiently operate any household sewing machine, including a zigzag stitch machine, the machine must first be equipped with needle and bobbin threads. Three adjustments must be made to insure that the machine will sew with the requisite thread tension, stitch length and work pressure. During the operation of the machine, the operator must synchronize the speed of the machine to the feed of the material sewn to insure that the stitches will be formed in the desired area of the work material.

With each of the three general types of household zigzag sewing machines the operator must in addition make a pre-

selection through a control device determining the width of the zigzag stitch to be produced. With a manually operated machine the zigzag stitch pattern may be varied by the manual manipulation of the stitch width control during machine operation, the results obtained varying with the [fol. 6768] artistry and skill of the operator. With the replaceable cam and machine-carried multiple cam machines the zigzag stitch pattern is predetermined by the configuration of the particular cam used, which cam in each instance is selected by the operator, by, in the case of the replaceable cam machine, the manual replacement of one cam with another cam and, in the case of the machine-carried multiple cam machine, by the manual use of a dial, handle or knob to select one of a plurality of machine-carried cams.

Multicam, replaceable cam and manually operated zigzag sewing machines are not necessarily of corresponding quality, either as compared with zigzag sewing machines of the same type or as compared with zigzag sewing machines of a different type. A relatively high priced manually operated machine may be of superior quality to a relatively low priced multicam machine, a relatively low priced replaceable cam machine, or a relatively low priced manually operated machine. The price of the machine, regardless of type, in part depends upon the attachments or appurtenances which may or may not be part of such machine, and other factors. Thus, the price may be influenced, as with other commercial products by the reputation of the manufacturer, the availability of service and parts, the available financing arrangements, the instructions as to the use of the sewing machine, type and extent of guarantee, cost of manufacture and distribution, the location and type of shop at which the machine is hold, and the promotion and advertising expenditures.

C. Description of the patents

There are five United States patents and one United States patent application which the Government contends are relevant to the wrongful acts charged. Each of these patents and the one patent application is owned by Singer;

[fol. 6769] each discloses a machine carried multicam sewing mechanism. They are as follows:

1. GEGAUF PATENT No. 2,832,302—application filed May 29, 1953 and patent issued April 29, 1958 (called in this suit Gegauf I).

2. HARRIS REISSUE PATENT No. RE. 24,370—original Harris Patent No. 2,693,778 issued to Carl Harris on November 9, 1954. Harris Reissue Patent application filed June 16, 1955 and reissue patent issued October 8, 1957.

3. JOHNSON PATENT No. 2,862,468—application filed November 29, 1954 and patent issued December 2, 1958.

4. PERLA PATENT No. 2,810,360—application filed December 8, 1954 and patent issued October 22, 1957.

5. GEGAUF PATENT No. 2,877,726—divisional application filed December 2, 1957 and patent issued March 17, 1959 (called in this suit Gegauf II).

6. MESSERSCHMITT APPLICATION No. 548,481—application filed November 22, 1955.

1. Gegauf No. I—Patent No. 2,832,302

This patent claims the concept, *inter alia*, of a mechanism comprising a series of rotary cams having a common axis and a single retractable cam follower, shiftable relative to each other lengthwise of the common cam axis, in order to select a particular cam, but only one cam at a time, for controlling the lateral needle movement. Such a mechanism can produce only as many different zigzag stitch patterns as it has cams, i.e., one for each cam. The Government stipulated that the Singer 401 machine is covered by this patent.

2. Harris Reissue Patent No. Re. 24,370

Reissue Claims 1 through 4 allowed in the Harris Reissue Patent were also allowed in the original Harris Patent No. [fol. 6770] 2,693,778; these claims do not relate to a multicam mechanism. Eight proposed reissue claims were rejected by the Patent Office. This resulted in a series of amendments, substitutions and rejections of claims until, on

May 16, 1956, Singer substituted Claim 22, a limited version of the original Application Claims 5, 7 and 8 taken in combination. On August 22, 1956, this substituted Claim 22 was placed in interference with the United States Gegauf patent application Serial No. 358,377, but subsequently it was allowed by the Patent Office as Claim 1 in Gegauf patent (Gegauf I) No. 2,832,302, issued April 29, 1958. All other substituted claims placed in the reissue application were rejected except Claims 23, 24 and 25; these three substituted claims were allowed in Harris Reissue Patent No. Re. 24,370 as Reissue Claims 5, 6 and 7.

Harris reissue allowed Claim 5 includes the limitation, *inter alia*, of a series of rotatable cams having a common axis with each cam being shiftable lengthwise of the common cam axis with respect to the cam follower in order to select a particular cam. Harris reissue allowed Claim 6 includes the limitation, *inter alia*, of a series of rotatable cams having a common axis and a cam follower shiftable relative to each other, lengthwise of the common cam axis, in order to select a particular cam, used in combination with a constantly rotatable cam. Harris reissue allowed Claim 7 includes the limitation, *inter alia*, of a series of rotatable cams having a common axis and a cam follower shiftable relative to each other lengthwise of the common cam axis, in order to select a particular cam used in combination with a particular type of cam follower retracting means.

The parties have stipulated that Harris Reissue Patent No. Re. 24,370 discloses a machine which is covered by Claim 1 of Gegauf Patent No. 2,832,302 (Gegauf I).

[fol. 6771] 3. Johnson Patent No. 2,862,468

This patent claims a concept, *inter alia*, of a mechanism comprising a stack of rotary cams and two cam followers, either of which can track any one cam or in combination can track any two cams simultaneously whereby information from such cam or cams can be utilized to control the lateral movements of the needle. Thus, as the Johnson mechanism has the ability to take information from two cams and combine that information to develop a stitch, it can produce a number of zigzag stitch patterns which far exceeds the number of cams.

4. Perla Patent No. 2,810,360

This patent claims the concept, *inter alia*, of a mechanism comprising a series of rotary cams with each cam being provided with its own cam follower constrained to engage its associated cam only and with each cam follower being provided with its own individual handle so that each follower can be manually thrown in and out of operative engagement with its associated cam. The cam followers may be used singly to track one cam or in combination to track and combine intelligence from any two cams whereby the information from such cam or cams is utilized to control the lateral movement of the needle.

5. The Gegauf No. 2—Patent No. 2,877,726

The Gegauf No. 2 patent claims the concept, *inter alia*, of a mechanism comprising a series of rotary cams with each cam being provided with its own cam follower constrained to engage its associated cam only, whereby any cam, but only one cam at a time, may be individually selected for controlling the lateral needle movement. Thus, the Gegauf II mechanism can transmit information from any one cam at a time but cannot combine intelligence from two or more cams.

[fol. 6772] 6. Messerschmitt Application No. 548,481

The Messerschmitt application claimed, *inter alia*, the concepts of (a) a series of rotary cams with each cam being provided with its own cam follower constrained to engage its associated cam only, whereby any such cam may be individually selected for controlling the lateral needle mechanism and with each cam follower provided with its own individual handle, so that each follower can be manually thrown into and out of operative engagement with its associated cam; and (b) a series of rotary cams with each cam being provided with its own follower to control the work feed by a selected cam. The concept set forth in (a) is the same concept claimed in the Singer United States Perla patent.

D. Introduction of zigzag sewing machines into United States and the development of Singer's 306, 319 and 401 machines

Users of industrial sewing machines, both in the United States and abroad, employed zigzag sewing machines prior to 1900. The known art at that time is illustrated by Leilich United States Patent No. 386,252, issued July 17, 1888, which disclosed an ornamental zigzag stitch sewing machine. This machine had two replaceable cams—one imparted lateral zigzag movement to the needle; the other controlled the amplitude of the work-feeding movement; these cams could be replaced by other cams giving the operator a choice of ornamental stitches.

The first Singer zigzag stitch sewing machine manufactured especially for use in the home was the model "206" machine; importation and sale of this machine in the United States commenced in 1951. The "206" machine was manufactured by Singer in its German plant under its Tiesler patent from approximately 1934 to the opening of World [fol. 6773] War II; later, commencing in 1949, similar machines were manufactured in the Singer factory in Scotland.

The "206" was of the manually operated zigzag type with built-in rotating cam; it did not have the replaceable cam of the earlier Leilich. In the "206", by manual manipulation during the stitching cycle the throw of the cam could be modified and the amplitude of the zigzag stitch varied.

In 1948 shipments of an Italian made "Necchi" zigzag stitch machine (manually operated) first came to the United States. The sales of these "Necchi" machines commercially demonstrated by 1951 that a definite market in a household type zigzag sewing machine existed in the United States. The "Elna" zigzag machine (replaceable cam) was introduced in the United States in 1952. This machine, as the Leilich machine, had two rotary cams and two cam followers. The two cams of the "Elna" machine were replaceable by other cams so that a number of stitch patterns could be produced.

Ralph E. Johnson, a member of Singer's Experimental Department in the Elizabethport, New Jersey plant, commenced work on the development of a household zigzag machine and completed a design of a new machine on April

29, 1953. This design is embodied in the Singer Class 401 machine. The Class 401 machine (machine-carried multiple cam) incorporates a stack of rotary cams and a pair of cam followers, movable lengthwise of the axis of the cam stack, either of which can track any one cam or in combination can track any two cams, whereby information from such cam or cams can be utilized to control the lateral movements of the needle. The Class 401 machine is disclosed in the Johnson U. S. Patent No. 2,862,468 (*supra*). The design of the Class 401 machine required the manufacture of a new sewing machine. It took Singer four years to develop and to produce the necessary manufactur- [fol. 6774] ing and assembly tools so as to permit manufacture of the machine in an efficient and economical manner. The Class 401 machine was placed on the market in June 1957.

On March 9, 1953 Martin R. Perla and Edward Koenig, members of Singer's Experimental Department in Bridgeport, Connecticut plant, were directed to design and develop an improved Class 206 machine, which was to incorporate a replaceable cam. The design of this machine was completed by March 25, 1953 and is embodied in the Singer Class 306 machine (replaceable cam). This design eliminated the cam of the Class 206 machine and superimposed on such machine a zigzag mechanism having a rotary removable cam, otherwise leaving the Class 206 machine substantially in its then existing form. Manufacture and sale of this Class 306 machine was started in the United States and abroad in 1954 and a substantial number of said machines were sold in the United States until 1956 when manufacture, but not sale, of it in the United States was stopped and manufacture of a new Class 319 machine was commenced both abroad and in the United States. The Class 306 machine continues to be manufactured and sold abroad.

On April 1, 1954, Martin R. Perla was also directed to design and develop an improved Class 306 machine, which incorporated a multiple cam arrangement in lieu of the replaceable cam of the Class 306 machine. This design was incorporated in the Singer Class 319 machine. The Class 319 machine (machine-carried multiple cam) incorporates a built in stack of cams, each with its own follower. The cam followers may be used singly or in combination to track

one or more selected cams, and to combine intelligence from two or more cams, whereby the information from such cam or cams is utilized to control the lateral move-
[fol. 6775] ments of the needle. The Class 319 machine is disclosed in the Perla Patent No. 2,810,360 (*supra*). The production of this machine was commenced on November 18, 1955 and it was put on sale in 1956, both in the United States and abroad. Manufacture of the Class 319 machine was discontinued in the United States in 1957 when it was superseded by the Class 401 machine. The Class 319 machine continues to be manufactured and sold abroad.

In September 1953, the Italian firm of Vigorelli introduced in the United States a multi-cam zigzag stitch sewing machine. The Vigorelli machine incorporated a unitary stack of removable rotary cams, a single cam follower, movable lengthwise of the axis of the cam stack, for tracking any one of such cams, and means for transmitting the motion of the follower to the needle. This involved two ideas. The first idea comprised the concept of utilizing, in combination, a replaceable cam, a cam follower and a means to transmit the motion of the cam follower to the needle bar for the purpose of controlling the lateral needle vibration, in accordance with the shape of the cam, which motion transmitting means included a manually operable mechanism for adjusting and varying the amplitude of such lateral needle vibrations and for determining the neutral position of non-vibration of the needle. This idea was incorporated in the Singer 306 design. The second comprised the concept of utilizing, in combination, a plurality of cams, cam following means and means to transmit the motion of the cam following means to the needle bar for the purpose of controlling the lateral needle vibration in accordance with the shape of any cam, which motion transmitting means included a manually operable mechanism for engaging the cam following means with any one of the cams. This idea was incorporated in the Singer 319 and 401 designs.

[fol. 6776] The first Japanese-made multi-cam zigzag stitch machine was introduced in the United States in September 1954 by Brother International Corporation. This machine, as the Singer 401 and the Vigorelli machine, incorporated a plurality of rotary cams and a single cam follower which could be engaged with any one of the cams

for laterally vibrating the needle through a predetermined pattern of movement.

In April 1955, Singer first learned that Vigorelli had introduced into the United States a modified form of its multi-cam machine. This modified form differed from the first machine in that in the modified form the single cam follower was adapted not only to engage any one of the cams but in addition to engage any two adjacently disposed cams, which provided an additional variety of ornamental stitches. This idea of taking information from two cams at the same time was embodied in the Singer "401" and "319" machines.

E. The sewing machine industry in the United States and Singer's position in it

Directly after World War II household straight stitch sewing machines were manufactured in the United States by White Sewing Machine Corporation, Free Sewing Machine Company, Inc., The Bell Manufacturing Corporation, Burtman Electric Company, Gelman Manufacturing Company, Inc., and The New Process Gear Company, as well as defendant Singer. By 1959, with the exception of The New Process Gear Company, which manufactures only straight stitch sewing machines on specifications and orders from a single domestic customer, defendant Singer was and now is the sole manufacturer of all household sewing machines made in the United States.

During the period 1948 to 1959, importations of household sewing machines, including zigzag machines, from Japan [fol. 6777] grew from 3,000 machines to 1,100,000 machines; and importations from Europe from 2,500 to 100,000. The only sale and distribution in the United States of sewing machines, including zigzag machines, other than those of defendant and New Process Gear Company, are of machines imported into the United States.

White Sewing Machine Corporation discontinued its manufacturing operations in the United States in 1956. According to the White annual report published for the year 1957: Both White and Sears Roebuck & Company had been fighting a side by side but losing battle, over the preceding five or six years, in trying to sell White's lines of sewing machines made in the United States in competi-

tion with foreign-built imports. When Sears discontinued selling the White machines and started importing machines for distribution by Sears, it was obvious that White had no chance of supporting its sewing machine manufacturing facilities. Confronted with this situation, the White management decided to have its lines of sewing machines produced for it in Japan and Germany, and to dispose of its principal sewing machine manufacturing facilities.

Most of the sewing machines, including zigzag sewing machines, imported from Europe are complete machines, consisting of head (mechanism of machine), motor, wiring, lights, equipment and appurtenances. Those imported from Japan prior to 1959 consisted only of the "head"—that is, the mechanism of the machine. In 1959, Brother and in 1960 Transworld Industries, two of the largest Japanese importers, began importing heads to which there had been added in Japan the motor, lights and wiring. To the head there is added in the United States, by importers or distributors, carrying cases, cabinets, equipment and appurtenances and, where not already so equipped, motor, wiring and lights. Indeed, some of the various items may also be [fol. 6778] imported into this country. The assembled units are distributed principally through (1) department stores and mail-order houses, which order directly from distributors or factories in Japan or from distributors in the United States, and (2) wholesale distributors who import the machines directly or purchase them from importers and sell them to retail dealers. Some of these wholesale distributors, including Brother and New Home, two of the largest distributors, are subsidiaries of the two largest Japanese manufacturers and the sole distributors for particular Japanese manufacturers.

Most of the retail dealers of imported Japanese and European zigzag machines thoughout the United States determine and fix their own list prices for machines handled by them and the actual prices at which they sell such machines, with the result that the same machine may have different list prices and may be sold at different prices in different shops. The price at which such a machine may be sold is generally determined by bargaining at the dealer's shop, and may be sold at the list price or for an amount off the list price. Dealers' list prices for a particular European-

made zigzag sewing machine do not differ as much as dealers' list prices for a particular Japanese-made zigzag sewing machine. Generally, a customer can bargain a greater amount off list price for Japanese-made machines than can be bargained off list price for European-made machines. List price includes those prices that a retailer might quote to a customer for the purpose of presenting some price and the actual selling price may be substantially reduced.

The defendant Singer presently manufactures household straight stitch, replaceable cam and machine-carried multiple-cam zigzag stitch sewing machines in the States of New Jersey and South Carolina. Singer distributes them [fol. 6779] in the various states of the United States through its wholly-owned subsidiary, Singer Sewing Machine Company, which operates about 1600 retail stores throughout the United States. The principal portion of the Singer sales in the United States are through these retail stores. In addition, leased outlets are operated by Singer Sewing Machine Company in approximately 80 department stores located in various states. It also sells at wholesale to approximately 270 independent retail stores, which market all three types of zigzag machines. Singer also sells household sewing machines, including all three types of zigzag machines, in various foreign countries of the world through its own and independent distributors, who operate thousands of retail stores in such countries. Singer owns and operates plants manufacturing various types of machines in 14 foreign countries.

Singer also offers financing for the purchases of its machines; provides servicing of the machines; and conducts sewing classes in their use. We noted also that Singer cuts its own logs for use in making its cabinets.

In the years 1956, 1957, 1958 and 1959, Singer sold in the United States the number of units of the Singer 306 and 403 replaceable cam zigzag machines and of the Singer 319 and 401 multiple cam machines below set forth:

	Model No.	1956	1957	1958	1959
Foreign mfg.—	306	48,014	19,308	9,927	13,308
U.S. mfg.—	403	not in existence			50,269
	319	56,965	31,838	4,199	1,028
	401		74,503	147,446	155,422

We have observed (*supra*) that the manufacture by Singer in the United States of the Singer 319 machine was commenced, and of the 306 machine was stopped, in 1956. Of the Class 306 machines above set forth the following [fol. 6780] number thereof had been manufactured in the Singer Clydebank, Scotland plant (where they continue to be manufactured): 1956, 20,707; 1957, 17,708; 1958, 9,927 (all); 1959, 13,308 (all). All other machines above set forth, except 138 of the Class 319 machines, had been manufactured in the United States. In the years 1958 and 1959 Singer's dollar volume of sales of the 401 machine amounted to $44,233,800 and $46,626,600 respectively, approximately 45% of its total gross dollar sales of all models of household sewing machines in the United States for each year.

Singer's Class 401 multi-cam zigzag sewing machine, with carrying case, sells at retail in the United States at $340. Singer's Class 306 and 403 replaceable cam zigzag sewing machines, with carrying cases, sell at retail in the United States at $202 and $280, respectively. Singer's Class 206 manual zigzag sewing machine, with carrying case, sale of which terminated in 1958, sold at retail in the United States in 1958 at $202.

With the Singer machines, there is no bargaining about price in an outright sale. The Singer 401 was introduced to the market in 1957 over 1½ years before the 403; it was supported with a vigorous and expensive advertising campaign: Singer spent in advertising the 401 machine approximately $2,145,000.00 in 1957; $1,270,000.00 in 1958; $1,340,000.00 in 1959; and $1,399,000.00 in 1960. It was vigorously pushed by salesmen, being the top-of-the-line or most expensive sewing machine, and the salesman's commission was computed on the basis of the sale price of the sewing machine. The Singer 403 machine was put on the market in April 1959 and Singer spent in advertising this sewing machine approximately $545,000.00 in 1959 and $120,000.00 in 1960. The Singer 404 machine was put on the market in January 1959 and Singer spent in advertising this sewing machine approximately $585,000.00 in 1959 and [fol. 6781] $130,000.00 in 1960. Notwithstanding the greater effort and expense in promoting and advertising the Singer 401 and its earlier appearance on the market, the sales of both the 403 and 404 machines have had substantial in-

creases, whereas the sales of the 401 have shown little change. In its advertising, Singer presented its 401, 403 and 404 machines as being a group of three sister sewing machines, all of which would perform substantially the same function.

It is against this background that we turn to examine the various agreements which, according to the Government, evidence the conspiracy to exclude competition in automatic zigzag sewing machines of foreign origin, in particular, of Japanese origin.

F. The alleged conspiracy to restrain and monopolize trade

1. The Agreements Challenged

a. Singer Vigorelli cross license agreement

During the period of the development of the Class 306, 319 and 401 machines, respectively, Singer commenced investigations to determine if Singer were free, from a patent standpoint, to manufacture and market these machines in the various countries of the world. This investigation to insure patent validity and freedom of infringement was continued from time to time during the tooling period of these three machines.

In the course of its investigation, Singer in September 1953 came across the Vigorelli multicam zigzag sewing machine (Model-Zigzag 'A') and sought from its experts an analysis of the machine and advice on the claims it encompassed and employed. Its patent counsel advised Singer that, although it felt as a case of "last resort", it could "cast doubt" on the validity of any claims Vigorelli might obtain, it could not say with certainty that it could overcome [fol. 6782] them. These claims, as we have seen, encompassed a "rotary pattern cam mechanism" with a removable nest of cams out of which a single cam could be selected and manually controlled, which was basically a modified form of the mechanism employed by Singer in its "306" machine disclosed in Singer's expired United States Tiesler Patent (ideas also incorporated in Singer's "319" and "401"). Vigorelli had not obtained a patent in the United States for its machine. Although Singer felt that the manually controllable means infringed two Singer-owned foreign

patents, it was quite sure that the rotary pattern mechanism of Singer's "306" infringed that of the Vigorelli Zigzag A. That mechanism had been completely disclosed in an instruction book put out by Vigorelli as early as August 1953; although Singer had found no Vigorelli patents claiming the rotary cam mechanism, it had little doubt that Vigorelli had applied for such a patent in Italy and possibly in the United States. While this possibility was considered by Singer as "the usual business risk", Singer was far from certain that it could overcome Vigorelli's claim but thought that it might be in a position to properly question its validity and, if required, to obtain a reasonable agreement. Singer had spent considerable time and money on its machines; the "306" and the "401" were in the process of being developed; nothing could be definitely determined regarding the Vigorelli machine while the patent applications, if any, were not open to inspection. Singer decided to take the risk of marketing its "306" machine while continuing its search for information as to the Vigorelli machine.

In 1954, the first Japanese-made multicam machine was introduced by Brother International Corp. It incorporated the mechanism of the Vigorelli Zigzag A and the "401" machines.

[fol. 6783] In April 1955, Singer first learned that Vigorelli had introduced a modified form machine which differed from the earlier Zigzag A in that the rotary cam mechanism through a cam follower could now select a pair of cams instead of just one. Singer also learned that the claims of both the Vigorelli Zigzag A and the modified form machines had been revealed in two unexpired Vigorelli Italian-issued patents, No. 497,557 (filed January 28, 1953) covering the first multi cam machine and No. 507,862 (filed September 29, 1953) covering the modified multi-cam machine. However, the modified machine still retained the manually controllable means which infringed Singer's foreign patents.

More important, however, was the fact that Singer was of the opinion that the Vigorelli modified machine also infringed the Singer "401" machine covered by the Singer owned Johnson patent which had been filed on November 29, 1954. Although this filing date was after the filing of

the Vigorelli Italian patents, the Singer "401" machine had been developed prior to the filing date of the second Vigorelli Italian patent. It was on this basis that Singer felt its patent application was dominant to that of Vigorelli's. This confidence on Singer's part was not to last long, however, for further examination of the earlier Vigorelli Italian patent led Singer to conclude that, if Vigorelli succeeded in obtaining a patent on the stack of cams with a single follower, it could dominate the basic idea of both the Singer "319" and "401" in foreign countries, and that it was more than likely that someone other than Vigorelli might dominate in the United States. In order to secure as much protection as possible, Singer then purchased the Harris patent No. 2,693,778 filed in the United States on June 9, 1952 and issued to Carl Harris November 9, 1954. Although this did not claim a multicam mechanism and therefore did not dominate any of the Singer zigzag machines, it did disclose, prior to any known use or known [fol. 6784] patent priority date, a plurality of rotary cams and a single cam follower, for selecting and relating the needle to a particular cam.

Having acquired the Harris patent, Singer could endeavor to secure a claim broad enough to protect its "319" and "401" machines by obtaining a reissue of the Harris patent which would combine the Harris claim (which was disclosed but not claimed in the patent as issued) with those incorporated in the "401", "319", and the Vigorelli and Brother machines; by filing for a reissue, it could precipitate a patent interference proceeding between a Harris reissue application and any other pending application. A possible result of this course might be that the claims involved in the interference would be awarded to the Harris patent by reason of its prior filing date. Another possible result might be that the Patent Office would reject the claims as too broad. It was the view of Singer that such a rejection would serve as a good indication that no one else could be awarded the claims.

It was with this purpose in mind and to protect its "319" and "401" machines that Singer acquired the Harris patent. However, Singer was confronted with still another problem: whether Singer's broadened claims, if allowed on a reissue application of the original Harris patent, would

relate back to the early filing date of June 9, 1952 which would give Singer six months priority over Vigorelli's Italian patent, on the multicam and selector means, the particular mechanism common to the Singer "319" and "401" machines; and whether, in the happening of such event, this earlier priority date would be given under the law of Italy to the Italian Harris patent which had been filed six months after the Vigorelli Italian patent. If the earlier date of June 9, 1952 were accepted in Italy it would give Singer priority in Italy as well as in the United States. [fol. 6785] On the other hand it was entirely possible that neither eventuality would occur, and that Singer would not have priority anywhere.

But, whatever the result might be, Singer felt that with the Harris patent, it was in a better position to bargain; and even though, Singer was anxious to adjust the matter by agreement with Vigorelli, Singer proceeded with great caution. Singer did not think it wise to reveal to Vigorelli at that time what its purpose or views were.

Litigation developed as anticipated but from an unexpected quarter—Brazil. Here, Vigorelli had filed a patent application, which under Brazilian law Singer felt compelled to oppose lest Vigorelli achieve what might eventuate into a dominant position. Accordingly, Singer filed opposition to the Vigorelli application in Brazil. Such a step, it knew, would be only the beginning for it foresaw, and rightly so, that to stop Vigorelli from obtaining dominant patent rights it would have to oppose in each country in which Vigorelli might choose to file. Right on the heels of the Vigorelli-Brazil opposition, Singer found itself faced with another application in Brazil by Brutsch & Co. on a multicam arrangement. Singer also felt compelled to oppose this Brutsch application; and also a further application by Vigorelli filed in Great Britain.

It was soon quite obvious that the race for a patent on the multicam mechanism promised to become bitterly contested—indeed, a desperate one with the victor unknown. And yet, in spite of the urgency of the situation, Singer adopted a strategy to have its planned encounter with Vigorelli appear "fortuitous" and to proceed with the "greatest caution" in making the first move, especially since it felt that Vigorelli—as a competitor—might not feel

either too sure or too confident of its position. Singer decided to test and explore Vigorelli's reaction to some agreement and, if it was friendly, to hold a further meet- [fol. 6786] ing. Although it was planned by Singer that its New York patent counsel Stanford would go to Italy expressly for any arrangement that might be worked out, Singer went to great pains not to give the impression that anybody from its organization would make a special trip, preferring to have it appear that someone from Singer, while in Europe on other business, could handle the arrangements with Vigorelli. Stanford was to tell Vigorelli that Singer knew that at least two other companies were planning to acquire patents which might adversely affect it and Vigorelli and that standing together both could more effectively dissipate the effectiveness of such an acquisition. He was to convey the thought that Singer could assist Vigorelli. There followed a discussion between Vigorelli and Singer's Italian representative, Lando, from which it was clear that Vigorelli had a "shrewd idea" of Singer's plan and was "purposely or otherwise" vague about the Brazilian patent—and pretended ignorance of Singer's opposition there.

During the negotiations, Singer for the first time heard from Vigorelli of a Gegauf patent covering a multicam mechanism which, according to Vigorelli, had been deposited by Gegauf in a small number of countries and that Vigorelli was negotiating with respect to it. Singer's endless quest for patents on the multicam mechanism had failed to uncover any such patent but Singer was careful to hide this fact from Vigorelli. Singer proceeded then to attempt to learn from Vigorelli "unobtrusively and without any degree of emphasis" the basis of the discussions between Gegauf and Vigorelli. The fears aroused in Singer for the future of its "401" and "319" machines by the discovery of the earlier Vigorelli patent were now further sharpened by the discovery of the even earlier patent, which, according to Vigorelli, had also been deposited in the United States. It was imperative that Singer come to some immediate [fol. 6787] agreement with Vigorelli, for the alternative of pressing the Harris reissue in an attempt to frighten off Vigorelli and others had lost its value, since Singer feared that, if it did push this application, it would be revealing to

Vigorelli and Gegauf the weakness of its position. To make matters worse, it was informed by its British patent counsel that its opposition to the British Vigorelli application would have failed. At this point, Vigorelli had also filed a United States application corresponding to its two earlier Italian patents.

Thus concludes the background against which the license agreement was entered into by Singer with Vigorelli on November 17, 1955. It can hardly be seriously contended that the agreement was a preliminary step to effectuate a conspiratorial plan or an attempt to monopolize. In truth, Singer's back was against the wall in this matter and it was only thru swift and clever tactics that it was able to wrest some sort of victory out of what promised to be total defeat or at best a Pyrrhic victory.

It is most significant that throughout its negotiations with Vigorelli and right through the execution of the license agreement, Singer had no independent knowledge or information with respect to the Gegauf I patent. Singer had absolutely no contacts or dealings with Gegauf, whom it did not even know. Had it not been for Vigorelli's volunteering the very scanty information on the Gegauf I patent, Singer would have remained in total ignorance of it for prior to and even after learning of it, Singer had been unable to discover any trace of such a patent even though its search had been continuous and thorough. As late as November 14, 1955, Singer's German patent counsel was still searching for German and Italian applications with no success; it was not until January 1956, after its license with Vigorelli had been finally executed, that it discovered [fol. 6788] Gegauf's United States application. It was much later that Singer met Gegauf.

The fact that Singer knew that Vigorelli was negotiating with Gegauf about the patent did not charge Singer with knowledge of any possible wrongful purpose of these negotiations, or with the parties' intent (be it good or bad), nor did it impose on Singer a duty to make further inquiry. There is no evidence to support an inference that Gegauf knew of the negotiations between Singer and Vigorelli. At no time during the negotiations with Vigorelli was any mention made of excluding Japanese competition. There is no evidence that Singer was then contemplating, or that

it had mentioned, that it planned to purchase any patent from Vigorelli, Gegauf or Messerschmitt.

The license agreement of November 17, 1955, which Singer made with Vigorelli provided (1) that Singer would not bring any infringement action against Vigorelli under the patents issued or about to be issued in any country with respect to the subject matter disclosed in Vigorelli's Italian patents 497,557 and 507,862—when embodied in sewing machines manufactured and sold by Vigorelli; and (2) that Vigorelli would not bring any infringement action against Singer under patents issued or about to be issued in any country with respect to the subject matter disclosed in United States patents No. 2,693,778 and in United States applications by Johnson No. 471,766 and by Perla No. 386,684 when embodied in sewing machines manufactured and sold by Singer; and (3) that neither would institute any opposition, nullity or invalidation against or otherwise attack any of the above noted patents or applications and would withdraw any such proceeding if already instituted; but that in the event the parties did become involved in any office priority proceedings such as a "United States interference" or a "Canadian conflict proceeding", both would [fol. 6789] work to settle such proceedings in accordance with the laws and regulations of the patent office concerned.

The agreement was limited expressly to the patents which threatened to involve the parties in litigation over priority—the two Vigorelli Italian patents Nos. 497,577 and 507,862 and only "when embodied in sewing machines manufactured and sold by Vigorelli"; and the United States Singer patent No. 2,693,778, Johnson No. 471,766 and Perla No. 386,684, and again only when "embodied in sewing machines manufactured and sold by Singer".

The proviso not to sue each other for infringement and not to oppose each other's claims on these patents was perfectly consistent, proper and lawful with the exchange of licenses under their respective patents and, if the lack of opposition did result in permitting the issuance of broad claims to each one under his patents—it was not unlawful for it was being done for a lawful purpose. There is no duty, for public benefit or otherwise placed on a patentee or licensee to oppose the claims of another in order to narrow or invalidate the scope of patent which might issue

to the other. The provision to withdraw any interference proceedings which might have been instituted prior to the agreement and to settle interferences in accordance with the laws and regulations of the patent office involved "and in the spirit of the agreement" were steps—and lawful ones—necessary to effectuate the mutual promises and to carry out the obligation not to become involved in litigation with each other.

Neither licensee was nor could be sure enough of his ground to risk patent litigation. Each party in licensing the other, surrendered a valuable property right in exchange for permission to use the other's property.

[fol. 6790] We find that there was no agreement to use the legitimate means of a license to stifle competition by helping each other acquire broad patent claims and by agreeing to assert the patents only against certain competitors. We find that there was no agreement or understanding between Singer and Vigorelli that was not there expressly stated. There was no promise or commitment made by either of the parties with respect to licensing or not licensing, enforcing or not enforcing, by infringement action or otherwise, of any patent, then owned or subsequently to be acquired, or with respect to the use in any way of any such patent, alone or in conjunction with any other patent; and no agreement that either would restrict in any way its ownership of any patent.

We find that in approaching and in bargaining with Vigorelli, Singer was at all times dealing at arm's length, solely in its own interest for the purpose and with the intent of reaching a cross-licensing agreement. Singer's purpose in entering into the cross-licensing agreement with Vigorelli was to secure to Singer the ability to sell its "401" and "319" machines in the various foreign countries where sale might otherwise have been foreclosed by enforcement of the Vigorelli patents, or at least to be free from the threat of litigation with respect to these patents.

b. Singer Gegauf license agreement.

We have seen that during its negotiations with Vigorelli, Singer for the first time learned about the Gegauf patent and Vigorelli's negotiations with Gegauf. On October 20, 1955, Singer discovered that the Gegauf patent had been

deposited in Switzerland on May 31, 1952, and at the same time obtained a copy of its corresponding Italian patent which enjoyed the same date. This patent disclosed (1) an embodiment of a zigzag stitch machine, having a stack of [fol. 6791] cams and a single cam follower, which by sliding lengthwise of the axis of the cams could engage any one of such cams, and (2) an embodiment of a zigzag stitch machine having a stack of cams with each cam having its own individual follower. In January 1956, in its continued and extended search, Singer learned that on May 20, 1953, Gegauf had filed a United States application corresponding to the Swiss application and bearing the date May 31, 1952. This was nine days earlier than the priority date of Singer's United States Harris patent No. 2,693,778 which had been filed on June 9, 1952.

At this time Singer also learned that Vigorelli had entered into a license agreement with Gegauf similar to that which it had with Singer.

In January 1956, Singer was advised that its Harris reissue patent was about to issue. Singer feared that an interference might be declared between this patent and the United States application of Gegauf. Singer was therefore most anxious to negotiate an agreement with Gegauf similar to the one it had with Vigorelli. Armed with the knowledge that the Gegauf patent had priority of nine days (which it assumed Gegauf did not know), Singer felt that it was in a better bargaining position and thus Singer was anxious to conclude an agreement before the interference disclosed to Gegauf its superior position.

Singer did not inform Vigorelli of its plan however but did suggest to its Italian representative that, without arousing Vigorelli's curiosity, he find out the details of the Vigorelli-Gegauf agreement and the names of the Gegauf officials with whom Vigorelli negotiated or their patent attorneys as well as the location of their offices. Singer was particularly anxious to know what Vigorelli had found out with respect to Gegauf's patents which had inducted [fol. 6792] Gegauf to drop its original demand of $160,000 and grant Vigorelli a license for nothing.

It is clear that Singer intended to negotiate with Gegauf separately and as secretly as possible. Although it made use of Vigorelli, it did so as a matter of necessity and solely

to gain bargaining information. Vigorelli, on its part, apparently was just as secretive about its affairs.

Singer's representative, Dr. Lando, met with Vigorelli on February 29, 1956. As a result of this meeting, Lando was able to report that Vigorelli had stated that it had obtained a free license from Gegauf because of the comparative weakness of Gegauf's Italian patent, and because of the fact that Gegauf had deposited its patent in only four countries as opposed to filings in seventeen countries by Vigorelli, and because of Vigorelli's awareness of certain patents which Gegauf considered dangerous to its patent. Lando also reported that Vigorelli's curiosity as to Singer's motive had been aroused, but he added that Vigorelli thought Singer was collecting information to oppose the Gegauf patent in the United States in order to prevent the sale of its machine there. Lando further reported that his (Lando's) expression of doubt as to this disapointed Vigorelli since Vigorelli was apparently hoping that Singer was about to get active against Gegauf in patent contests in the United States, all to its (Vigorelli's) benefit.

Gegauf and Vigorelli were not exchanging confidences nor were they seeking to promote each other's interests. The treatment accorded Gegauf by Singer was to be no more candid—Singer's objective being to keep Gegauf in the dark as long as possible and to disclose only what was absolutely necessary to the effectuation of Singer's plans. Singer had decided to approach Gegauf in substantially the same manner it had approached Vigorelli, that is, with intimations of litigation.

[fol. 6793] The Singer Swiss Manager informed Gegauf that Singer was desirous of discussing "patent questions". On April 13, 1956, a momentous meeting was held at the Gegauf factory in Steckborn, Switzerland. When entering negotiations at this conference, Singer knew that Gegauf had a patent issued in Switzerland with a priority date nine days before that of the Harris patent and that the principal claim of this patent read directly on the Singer "401" machine. Singer also knew that Gegauf had filed a United States application, claims of which Singer presumed would read on the "319" and "401" machines. Singer was also advised of the fact that Gegauf had an application pending in Germany, which might mature into a patent which would

read upon the "319" and "401" machines, and that Gegauf also had an Italian patent the validity of which might be put in question due to the manner in which it was written. Singer also had information that Gegauf was reported to have serious worries as to whether certain prior patents, if called to the attention of Patent Offices, would limit or invalidate its claim. Singer realized too that the Harris reissue application in the United States read on the Gegauf machine and that the various Harris patent applications on file in foreign countries, had claims which if they could be properly amended would read on the Gegauf machine.

Waterman of the Singer United States office reported on this 7½ hour meeting to New York as one which was not as straightforward as that with Vigorelli, due to a feeling on the part of Gegauf that its situation was superior and that it was "suspicious of our intentions"; that Singer did nothing to dispel Gegauf's fear that it was going to be hurt in the United States by the lower priced Japanese machines, because "one of the strong points" which was to be used in favor of the agreement was protection against the Japanese. Waterman also reported that Gegauf had thrown out a lot of topics having [fol. 6794] nothing to do with patents, among them a suggestion that there be a division of territories between Gegauf and Singer which "was brushed aside pronto in short order". Waterman also felt that Gegauf was very much afraid that Singer wanted to copy its machine and wanted a promise to the effect that it would not do so; and he left Gegauf with no doubt that Singer was going to oppose the issuance of its patent—in all four countries and that it could knock out its claim but that both could be hurt. So suspicious was Gegauf of Singer's motives that it drew a draft agreement consisting principally of promises by Singer not to copy its (Gegauf's) machine; it appears that the Gegaufs took a personal pride in it and attached a special value to it.

A license agreement between the parties was finally entered into on April 14, 1956. At that time Gegauf informed Singer that it had called Vigorelli and told him of the agreement. Reporting on the meeting at which the license agreement was signed, Waterman related that Mr. Gegauf said that he had called Vigorelli to inform him of the agreement he was about to sign with Singer.

The first part of this Singer agreement with Gegauf listed the Singer owned Harris Patent No. 2,693,778 and reissue Patent Application No. 516,059 and nine specified corresponding foreign patents and applications (British, Belgian, Canadian, French and Italian and four patent applications: Canadian, German, Japanese and Swedish). It also listed the Gegauf Swiss Patent No. 310,788, and the Gegauf Italian and German patents Nos. 501,172 and 1,707,338 respectively; and the United States and German applications Nos. 358,377 and 11,654 respectively. A preamble recited that the parties acted in realization of the fact that interference proceedings were about to be opened in the United States between the Singer owned Harris re- [fol. 6795] issue application and one or more Gegauf patent applications corresponding to its listed patents and patent applications. The parties agreed not to do anything to restrict the scope of the claims of the other in any country relating to the subject matter of the listed patents and patent applications. Although the language is quite broad, this provision was interpreted and intended by Singer and Gegauf to mean that neither would file opposition, i.e., nullity and invalidation proceedings against the other's applications in foreign countries where such special proceedings were known. It was also agreed that each would, in accordance with laws of the particular Patent Office, facilitate the allowance to the other in any country of claims "as broad as possible" relating to the subject matter of the enumerated patents and applications. Here again, although the parties speak of "any country" the only place where such a provision was significant (at least as far as Singer was concerned) was in the United States where Singer knew Gegauf's application preceded Singer's Harris patent and reissue patent and where it felt sure Gegauf would be awarded the claim as filed. In effect, all that Singer agreed to do was not to attempt to obstruct what it had no power to prevent and what in fact it knew Gegauf would eventually be awarded under the United States laws on the ground of priority. There was nothing illegal in this. We know of no rule of law which would make such abstention under the circumstances here illegal; and this is so even if Singer could have blocked the issuance of the United States patent to Gegauf. We have found no decided

case (and none has been cited) which holds that one must contest with a competitor for priority in the Patent Office every time a claim is filed which affects his own patent.

In the agreement in paragraph 2, Singer also agreed not to attack Gegauf under any of its enumerated patents and not to challenge the construction of its "Bernina" sew-[fol. 6796] ing machine. As far as the United States was concerned, immunity to Gegauf would follow from the awarding of the United States patent to Gegauf. It was reported by Singer that it felt it was giving up something of value in Canada where Singer had an application pending filed June 22, 1955 which it hoped might issue on a broad claim, and in France where Singer had obtained a patent on a broad claim on June 5, 1953. Why it should feel so is not clear in view of the fact that these applications were filed after the Bernina, but that question need not detain us since it is Singer's intent and motive with which we are concerned, and not the soundness of its reasons.

And in the following paragraph 3, Gegauf agreed not to attack Singer directly or indirectly in any country on the basis of its enumerated patents. This simply meant that Gegauf would not take steps to prevent Singer from manufacturing and selling the "319" and "401" in any country where he had filed patent applications by charges of alleged infringement.

These paragraphs 2 and 3 were the essence of the agreement and were considered so by the parties.

By paragraph 4, Singer agreed not to construct a slavish copy of the "Bernina" machine, as a whole or of the mechanism it included. The significance of this was in the fact that Singer had not yet put its machine on the market and that it made this promise to allay the fears of Gegauf of piracy of its design.

By paragraph 5, Singer undertook, on request of Gegauf, to give to Gegauf "the amical assistance of its patent attorneys for the defense of any of the above mentioned Gegauf patents or patent applications against *an action in cancellation.*" Singer was reluctant to enter into this undertaking because it feared that it might appear that [fol. 6797] the parties were acting in collusion. However, at Gegauf's insistence, the clause was included; but all that

Singer felt obligated to do under this paragraph was give Gegauf "an opinion" as to the merits of a challenge in the event its patents in a foreign Patent Office were attacked as invalid. Under no circumstances was Singer prepared to, and the agreement did not obligate it to legally assist Gegauf in a suit to assert its patents. It was Singer's position that if he wished to sue someone "that was entirely up to Mr. Gegauf."

As we have noted, this agreement was limited to the Harris patent; no mention was made of Singer's Perla or Johnson patents because Singer was not anxious to have Gegauf know of its "319" machine.

And, finally in paragraph 6 of the agreement, it was agreed that each would tell the other prior to the execution of the instant agreement of any other agreements concerning the enumerated patents and patent aplications. In compliance with this provision, the parties exchanged the information which was already known to them both: that each had an agreement with Vigorelli; and that Singer had agreed not to sue Vigorelli on any claim that it might obtain on the Harris application.

We find that the agreement constituted the entire understanding of the parties; that there was no agreement or understanding about how each would prosecute, license or otherwise restrict its ownership of any patents it might obtain—or that eventually Singer would purchase the Gegauf patent. Although Singer had the idea very much in mind, it did not think it advisable to mention it to Gegauf at that time. Although Vigorelli knew that Singer and Gegauf had entered into an agreement, there is absolutely no evidence that Vigorelli was in any way instrumental in bringing the parties to agreement. In truth, it was [fol. 6798] Gegauf who told Vigorelli that it was negotiating an agreement with Singer; Singer did not mention the matter to Vigorelli nor did Singer ever express its hope of acquiring the Gegauf patent.

The undisputed facts support no conclusion other than that the underlying, dominant and sole purpose of the license agreement was to settle the conflict in priority between the Gegauf and Harris patents and to secure for Singer a license right under the earlier patent in order to free the marketing of its "401" and "319" machines in

various countries, particularly in the United States where enforcement of the Gegauf patent might very easily have foreclosed the market to Singer. As to this Singer had much to lose for Singer had spent considerable money developing these machines.

And, we find that Singer had a secondary purpose; it was the only one disclosed to Gegauf, and in fact the very one used to convince Gegauf of the advisability of entering into an agreement. It was Singer's desire to obtain protection against the Japanese machines which might be made under the Gegauf patent; this sprang from a fear which Singer had good reason to believe to be well founded.

c. Singer-Gegauf assignment

Following the Singer-Gegauf negotiations and on April 20, 1956, Waterman went to Italy and there met with Vigorelli. He wrote that "what Vigorelli had on his mind was that now that Singer, Gegauf and Vigorelli had arrived at certain agreements, they should thereafter act in concert against others"; that such a suggestion Singer "very promptly said was out of the question", and that the best thing was "for each one to prosecute his own patents and take care of any cases of infringement that might appear"; that that "certainly would be Singer's attitude with respect [fol. 6799] to the patents that it owned"; and that upon learning that there "could be no joint action" the subject was dropped.

Vigorelli was told by Waterman "in very general terms" of the agreement with Gegauf but not of the special provisions forbidding Singer from duplicating Gegauf's machine. The result of the conversation and the meeting was that Vigorelli understood that it was Singer's position that each must prosecute his own patents and that Singer could not help Vigorelli in that respect. It was at this meeting that Singer began to lay the foundation for an approach to Gegauf by Vigorelli relative to the acquisition of its patent. It was Singer's opinion that "pressure in the right direction" was what would bear fruit. It was also at this time that Singer discovered an earlier Belgian patent owned by Messerschmitt embodying the mechanism of its 319; and as Stanford expressed it Singer had been "topped again".

Stanford and Vigorelli's patent attorney Majnoni had a friendly discussion during which Stanford expressed concern over the success of its Harris-Gegauf interference and over the position of Gegauf and its ability to successfully assert its patent in the United States. Stanford stated that Singer had not approached Gegauf on the matter of acquiring the application because Singer thought the price would go skyhigh. The conclusion of the talk was that Majnoni, who was friendly with Gegauf's patent attorneys, was to mention to them that Singer, if it had the Gegauf patent, could "best handle the patent situation." The services of Vigorelli were used by Singer, because Singer knew that Vigorelli was better acquanited with Gegauf's people, and that Gegauf was somewhat mistrustful of Singer's motives and might react more favorably if the suggestion came from a source other than Singer.

[fol. 6800] On June 19, 1956, Singer's Italian representative reported to Waterman that he had received a letter from Majnoni in which the latter said that he had spoken to Gegauf's attorneys about the advantage of having the Gegauf application assigned to Singer in such a way as to "prompt an initiative to this end by Gegauf". He added that he had left the matter up to Gegauf, but assured Singer's attorneys that the matter was discussed "without in any way letting it be known that your (Singer's) firm was aware of the advances which would be made". In these negotiations and to this limited extent Vigorelli's patent attorney was acting as Singer's agent. There is no evidence, however, that his authority extended to anything more than to effect a rapprochment between Singer and Gegauf.

Subsequently, and in September 1956, Singer was advised by its Dr. Lando that, according to Majnoni, Gegauf's "mind has been directed" to the convenience of transferring its United States application to Singer by the fear that there was a United States patent which might anticipate and invalidate Gegauf's German patent and that such patent might have been disclosed by Vigorelli's United States application; that Vigorelli might agree to withdraw its United States application on condition that the Gegauf application be placed at Singer's disposal for broader protection in the United States by Singer's invoking the Harris

and Gegauf patents. Dr. Lando also advised Singer that Gegauf was still suspicious of Singer's motives regarding its patent and needed reassurance.

Early in August 1956 the matter of Singer's purchasing the Gegauf United States application had been directly broached to Gegauf by Waterman and Stanford on the occasion of a visit by Gegauf, Jr. to the New York Singer offices. At this meeting, Singer emphasized the legal and practical difficulties of enforcing a United States patent [fol. 6801] against the large number of infringing imports which were coming into the United States.

In September Gegauf wrote Singer favoring the idea of doing something "against Japanese competition" in the United States. Singer replied that an arrangement could be reached "equally advantageous to both", and that it would be helpful if Singer were to be informed of the status of the Gegauf United States application. Singer gave assurance to Gegauf that this disclosure was for the sole purpose of reaching an agreement.

A conference was held in Landau, Germany, on September 23, 1956 attended by Gegauf, Sr., Gegauf, Jr., other directors of the Gegauf Company and Waterman and Stanford. Gegauf, who placed great importance on its United States claims, wanted $1,000,000 for its application but would consider $250,000. As this sum was more than Singer was willing to pay, Stanford ended the negotiations "on a friendly basis."

On August 22, 1956, the Patent Office had declared an interference between the Harris reissue and Gegauf applications. Not having heard from Gegauf, Singer wrote in October 1956, suggesting that they settle the interference in accordance with the terms of their license agreement so that the prevailing party could secure a valid patent. Later and on March 15, 1957, Singer abandoned the interference set up between Singer's Harris claim and the Gegauf claim. On April 1, 1957, the Patent Office dissolved such interference.

During the interval, nothing further was done by Singer toward securing the Gegauf application; however, when Singer was notified in September 1957, that its Harris reissue application was about to issue as a patent, and presuming that Gegauf's patent would soon issue, Waterman

approached Gegauf. At this time, Waterman pointed out [fol. 6802] that since the patents were about to issue, their mutual interests required that something be done to protect themselves from the Japanese infringing machines. Waterman also, quite correctly, pointed out that, under their license agreement, neither was in a position alone effectively to protect its respective patent. Waterman suggested that although he had not planned to go to Switzerland, he would endeavor to meet with Gegauf. To this Gegauf replied that he would be happy to meet Singer to discuss "mutual enforcement" of its United States application and the Harris reissue against "infringing products of the foreign manufacturers."

Although the declared purpose of the meeting was enforcement of their patents, Waterman came to it with two agreements—one, providing for an outright sale of the Gegauf application in exchange for a single lump sum payment; and the other, providing for a sale in exchange for a license back and yearly payments. The first agreement gave Singer irrevocable title to the application and freed it from the necessity of "dealing any further with Gegauf in connection with this general subject." The second agreement would have had the advantage of enabling Singer at any time to terminate the agreement and revert back to the license only, with no need for further payments. Both of the proposed agreements related solely to the Gegauf United States application, which was also the subject of the license agreement.

On October 16, 1957, Waterman and his patent attorney met with the Gegauf people to discuss the assignment which would give Singer "complete ownership" of the patent and in return license Gegauf to build and sell machines. Singer endeavored to give the impression that the "subject was not overly important" to Singer. Waterman reported that the price agreed on for the outright purchase of the [fol. 6803] application was reached only after considerable discussion; it was $40,000. Singer expected that an agreement "if not already reached" would be finally settled shortly.

But, Gegauf was not so willing as Singer had assumed. Within the week Waterman was reporting to Stanford that the $40,000 had risen to $125,000 for a lump sum pay-

ment, or $25,000 per year, as long as Singer kept the patent, with a minimum duration of the agreement of 3 years. He also sent word that Gegauf insisted on the right to license three companies and did not wish the divisional claim assigned to Singer as it intended to license that to some interested European company. Gegauf had carved out of its original patent application a divisional application which was filed on December 2, 1957. Waterman instructed Kirker, Singer's Swiss patent attorney to pass the word to Gegauf's patent attorney "without making any comment on the first two conditions" that the refusal to assign the divisional claim would almost surely make the agreement impossible as "we all along were discussing application including divisions", that either standing alone was "weak". The Government makes much of this word, which on the telegram (Govt. Exh. 50) appeared as "leak", to support a finding that defendant was plugging up "leaks", in its patent wall. We think it more probably a spelling error, but either way find no significance in the word. Singer replied that the value of the Gegauf patent greatly decreased when other people were licensed, that it understood that Vigorelli was a necessary licensee, and that it favored the plan of $25,000 yearly and that the "divisional claim must be included."

The following day Kirker reported Gegauf's position to Stanford. Gegauf was insistent that the agreement must relate only to the basic application and that "the divisional application will not be included." Gegauf had the idea that European companies were highly interested in [fol. 6804] the divisional application and that it could sell this to them. Kirker also related to Stanford that Gegauf wished to be informed when Singer intended to sue a European company for infringement of the patent; that he pointed out that it would be better to set forth the condition in another form, viz. to include in the agreement the name of the companies which Gegauf had in mind, and to restrict said condition to such companies. Kirker also reported that the amount to be paid had been discussed: $125,000 for a single payment or $25,000 per year for a minimum of three years. Kirker had then expressed the opinion that the amount suggested was extremely high but that probably an agreement might be obtained on the

basis of half these sums; that the $40,000 mentioned by Singer was considered a minimum. He summed up Singer's position as being all or nothing at all: "No question of two separate agreements and two separate payments."

In the meantime, talks were suspended while Stanford and Singer's patent department obtained from Gegauf's patent attorney copies of the basic and divisional applications to study them to aid them in reaching a decision.

At this examination Singer discovered for the first time from Gegauf's United States patent attorney that there were three United States applications relating to zigzag mechanisms; the first was the basic application No. 358,377 (this was issued April 29, 1958 as Gegauf I—Patent No. 2,832,302), in which Singer was vitally interested; the second, it believed but was not sure, related to the idea of having "two zigzag mechanisms" for "shifting at the will of the operator from one mechanism to the other" (if this was the "divisional" application which Gegauf had in mind, Singer stated that it had no interest in it and did not require it to be included in the agreement); the third application, which was not filed, interested Singer because it [fol. 6805] disclosed and claimed vital and essential material taken from the application No. 358,377.

With respect to the desire of Gegauf to be consulted before Singer instituted infringement suit of Singer against European manufacturers, Singer stated that "if necessary", it would agree to permit Necchi and Pfaff in addition to Vigorelli (who was already licensed) to sell their machines in the United States without charge of infringement. Stanford authorized Kirker to go as high as $75,000 for the "outright sale" of the patent application although it felt it should pay only $62,500. Kirker then suggested to Stanford that he have an interview with Gegauf and his attorney.

This interview was held and revealed that the position of Gegauf had been considerably altered since Stanford's visit (a month before). Gegauf's position now was that while it had no objection "to making an agreement with Singer, in order to stop as far as possible Japanese competitors in the United States market", it was willing to do so only under certain conditions. First, that Singer would not manufacture under the Gegauf application. This con-

dition was the result of an objection made by Gegauf, Jr., that perhaps Singer was interested in acquiring the Gegauf application not to act against competitors but rather to be free of infringement claims by Gegauf. Second, Gegauf insisted that it retain the right to sub-license "one European company" out of a list of European companies. Finally, Gegauf stated that the $125,000 asked for the application and the divisional application was cheap and that it could not go lower since it could get more money if it licensed the invention. Kirker replied that there was no comparison since a sale to Singer was insurance against common competitors and that was why Singer was willing to pay. Gegauf asked Kirker to make a definite offer, to be rejected or accepted, closer to $125,000 than to the $40,000 proposed [fol. 6806] by Singer, declaring, however, it would not bargain. This came as a surprise. Singer had been led to believe that Gegauf would reduce his figure considerably. Kirker told Gegauf that he could go no further with the discussion because he was not authorized to do anything but offer $40,000 as a maximum. What was bothering Gegauf throughout was his fear that if Singer stopped the Japanese infringements in the United States with the Gegauf patent, they would go to Europe where Gegauf was not in as good a position to stop them because his application had been filed in but four countries and the divisional application had been filed nowhere in Europe.

Kirker was of the opinion that, due to Gegauf's attitude, Singer might have to go as high as $100,000 and that, although Singer might offer $75,000 and then $85,000, Gegauf would make no substantial concessions.

The policy of Singer was to obtain such control of the Gegauf application as would put it in a position to get the very best patents "to bar imports which would violate these patents", while the elimination or curtailment of European imports was "an important but secondary objective". Singer was, naturally, most reluctant to grant licenses to the Europeans and resolved that, if it had to pay Gegauf a higher price it would try to limit the number of licensees, aware that these licensees would lessen the value of the patent.

From the report of Stanford's meeting with Gegauf, it was apparent that, although Singer had been at great pains

to conceal its interest and need for the Gegauf application, Gegauf was not misled or in the dark and had no intention of finally closing with Singer at a cheap figure. In order to fortify his vantage position, Mr. Gegauf retreated to the surroundings of his own home on a pretext of illness, thus obliging Kirker and Stanford to follow him there for the interview instead of meeting them at the plant in [fol. 6807] Steckborn as had been previously arranged. That Singer was aware of the employment of this strategy is evident from Stanford's statement that they "privately doubted the illness" of Gegauf and that Gegauf looked "quite hale and hearty." Although Singer was most anxious to conclude the assignment, it decided to assume an offensive position rather than petition, and began the negotiations by questioning Gegauf on its patent protection in Europe. Singer also put these questions in an attempt to find out whether Gegauf knew of any other patents which might affect the Gegauf patents which Singer sought. In addition, Singer maintained that under the license agreement it had the right to manufacture under Gegauf's divisional application as well as under the original application. Gegauf's son argued that, since that agreement had been signed at a time when an interference was pending between the patent applications—the license ran only to the disputed claims and not to the patent application as a whole. He then advanced the argument that, if stopped by Singer in the United States, the Japanese manufacturers would run to Europe; to this Singer answered that a greater risk was run in Europe if Singer were not permitted to first stop infringements in the United States. Gegauf asked that there be a provision that Singer assist Gegauf in actions under his patents against his competitors in Europe. Singer, however, rejected this proposal. The matter of licensing was then taken up. Singer "avoided giving a license to a third party" under the patent it hoped to obtain, by agreeing not to attack the importation by Vigorelli and Pfaff without Gegauf's consent; and to Gegauf went the right to sell its Swiss-made machines in the United States.

After "considerable thought," Singer, at Gegauf's request, then made its offer of $75,000 in Swiss francs because they had a "larger sound". Gegauf countered with

$125,000 and Singer after considerable discussion brought him down to $100,000. Singer continued "to drive home [fol. 6808] the point" that Gegauf stood to benefit more by enforcement of the patents in the United States because the "Brother Pacesetter" machine, a big selling and patent infringing Japanese-made machine, was in direct competition with the Gegauf machine, for both machines were of the free arm type. This was not so with respect to Singer, for it made the flatbed type machine. The point apparently reached home, for Gegauf "suddenly" offered its application to Singer free of charge, if Singer would agree for the next five years to sell 10,000 of Gegauf's free arm machines in its shops. Stanford expresed doubt that Singer would be willing to do this unless it could get an exclusive distributorship. A response came with alacrity that, in fact, Gegauf was thinking of changing its agents in the United States. Stanford promised to discuss the proposal with Singer's executives and then quickly brought the conversation back to his principal objective—"patents and patent questions".

A price was finally agreed on at $90,000. Prior to parting, Stanford stated that Singer would not sell Gegauf's machine under the Bernina name in its shops and Gegauf informed Stanford that it could not give Singer an exclusive agency. The agreement assigning the patent application and the division, was drafted by the Singer people the next day and a check for $90,000 was drawn on a Swiss bank to the order of Gegauf.

Gegauf then on December 5, 1957 assigned to Singer its United States application No. 358,377 and all right in the inventions claimed therein and to all United States patents which might be granted thereunder.

The assignment did not recite the divisional application because its filing had been too recent. It was the intent of the parties, however, that the divisional application would also be assigned. The accompanying agreement executed the same day, after reciting the continued existence of the prior license agreement mutatis mutandis, and [fol. 6809] the assignment by Gegauf to Singer of United States patent Application No. 358,377, and to the divisional application carved out of this application which had been filed just prior to the agreement provided that in considera-

tion of the sale, Singer would pay Gegauf $90,000 and that Singer would grant Gegauf a non-exclusive royalty free license to sell in the United States sewing machines made in Gegauf's own factory in Switzerland which were of the type disclosed in the assigned patent applications. Singer also agreed not to institute, without the consent of Gegauf, legal proceedings asserting the patents when issued against Pfaff in Germay or Vigorelli in Italy, with respect to sewing machines manufactured in their respective German and Italian factories. Singer further agreed not to make a slavish copy of the Bernina machine as a whole or of its mechanism. Gegauf undertook to assist Singer, at Singer's expense, in procuring a valid patent based on the applications.

With the exception of these specific limitations on Singer's right to assert the Gegauf patent when issued, no agreement was made or understanding reached by the parties with respect to the licensing, enforcing or use of their patents. These writings were the entire agreement of the parties.

If one were to describe the attitude of these alleged "conspirators" throughout, it would have to be in terms of suspicion, wariness and self-preservation. It is most striking that, throughout, their dealings were characterized by an absence of unity or identity of any common purpose or motive. Singer's sole interest was to protect its "401" machine against all infringing machines. *Poller* v. *Columbia Broadcasting*, 368 U. S. 476. This extended not only to machines originating in Japan but everywhere, including Europe. Singer was not concerned with the effect upon Gegauf in Europe as long as it did not affect Singer [fol. 6810] products in the United States. Gegauf's prime interest was the protection of its machine in Europe from Japanese infringements—a danger which it was far from risking for the sake of dealing as it did with Singer. Gegauf gave but little weight to what might happen to Singer in the United States so long as Singer's danger did not affect Gegauf in Europe.

By far the largest number of infringers of the Gegauf patent and invention were the Japanese. Gegauf was conscious, as were all in the sewing machine business, of the growing inroads of Japanese machines in the markets all

over. Gegauf knew too that a number of these machines would violate the patent that would issue on its application.

Singer had told Gegauf, with complete frankness, that the reason Singer wanted the Gegauf patent was that Singer could enforce it better than Gegauf could. Gegauf well knew when it negotiated with Singer concerning the transfer of the patent that Singer expected upon acquisition to enforce the patent and that enforcement would most certainly include Japanese manufacturers who were the principal infringers. Singer stated that it was willing to pay a substantial sum for the patent so that it might enforce it.

The fact, however, that Singer had this unconcealed purpose and intent and that Gegauf knew or was advised of it does not spell out or sustain an inference that there was an unlawful conspiracy or agreement to exclude or not license one particular competitor; nor does the fact that Gegauf shared with Singer a common concern over Japanese competition. The fact that there may exist a motive for a conspiracy does not establish its existence; inferences of this nature may not be supported on a foundation built alone on the sands of suspicion.

Nor does the fact that the Gegauf patents in the hands of Singer incidentally would inure to the benefit of Gegauf and Vigorelli make their acquisition an unlawful patent [fol. 6811] pool. Singer acquired the patents only after extended bargaining, and on the best lawful terms it could obtain from Gegauf. While it is true that the use of the Gegauf patents in conjunction with its own patents gave Singer more power over infringements than it would have had with its patents alone, this is so with most patent acquisitions and it is a lawful power which comes to an independent patent owner.

Neither party was eager for the agreement finally made. It resulted from a fixed determination on each one's part to give and pay for nothing more than was absolutely necessary to secure its respective end and to carry on the protracted negotiations as distantly as possible.

A like observation may be made with respect to Vigorelli. Singer made use of Vigorelli's knowledge and experience in dealing with Gegauf in its preliminary negotiations con-

cerning the acquisition of the Gegauf patent. There is no evidence that Vigorelli played any further part in realizing Singer's purpose or that it was even kept informed of the progress of the negotiations.

No agreement or understanding was reached by Singer and Vigorelli at any time that Singer would acquire any patent or that Singer would license, enforce or restrict in any way its ownership of any patent owned or which it might acquire.

As a nonexclusive licensee of a United States patent owned by a foreign manufacturer who had neither committed himself nor authorized Singer to protect the patent from infringement and whose principal interest lay in Europe, Singer in the United States felt at the mercy of infringers. Singer thus realized the need for independent ownership of the patent.

Singer admits that a copy of its "401" machine could be excluded under the Johnson patent, which patent was a result of its own research. However, it felt that a copy of [fol. 6812] the "401" machine modified only to the extent of removing or immobilizing one of its two followers would not infringe the Johnson patent and that, therefore, the acquisition of Gegauf No. I which covered the idea of a single cam follower which might be engaged with any one of the cams, was necessary to exclude such a modified copy of the "401" machine. Whether in fact it did need the patent to protect its machine, is unnecessary to determine for we find that this was the motive behind the acquisition.

The purpose behind Singer's insistence in acquiring the Gegauf divisional application which issued as Gegauf II was the need to protect a cross-license agreement it had entered into on April 16, 1957 with Messerschmitt giving the latter the right to sell Singer's "319" multiple cam machine covered by Singer's Perla application. The Gegauf divisional application, which had priority over Perla, disclosed and claimed the same type of mechanism as that embodied in Messerschmitt's machine and Singer's "319," with the difference that the Gegauf II mechanism was incapable of combining intelligence from two cams simultaneously to produce a zigzag stitch. Singer felt that unless it acquired this application, Gegauf would obtain a patent based on this application by the use of which it

could block Messerchmitt's sales of its multiple cam machine in the United States, and subject Singer to a suit for breach of contract by Messerchmitt. However, since Singer was dealing unilaterally with each company, Gegauf did not know this. Singer refrained from telling Gegauf why it needed the divisional application, fearing that the price, already high, would be that much higher if Gegauf were informed.

We find that Singer's motive in acquiring the divisional application was not only perfectly consonant with good business practices, but was entirely lawful. This brings us to the Messerschmitt agreement.

[fol. 6813] d. Singer-Messerschmitt license agreement and subsequent assignment

Although Messerschmitt is not named a co-conspirator, the dealings Singer had with it are claimed by the Government to further evidence Singer's intent and reflect its state of mind to acquire broad patent protection in order (1) to further the common design of the three conspirators to unlawfully exclude Japanese imports; and (2) to help Singer achieve a monopoly and unlawfully exclude all competition.

The events leading up to the Messerschmitt license were as follows. While Singer at the end of 1956 was in the midst of tooling and preparing the manufacture of its "319" machine in the United States and Scotland for worldwide distribution under its Perla patent application, it discovered the Messerschmitt multicam machine. This machine contained, as did the "319", a plurality of cams, each with its own follower—the basic feature of such multiple cam mechanism. We have already noted that Messerschmitt was a German corporation engaged in the manufacture and sale of sewing machines including zigzag sewing machines. Singer had filed its United States Perla application covering the "319" on December 8, 1954, but Singer believed, and with good reason, that Messerschmitt had filed its patent application in Germany prior to that date. Singer entertained this belief even though up to March 15, 1956 it had been unable to locate the Messerschmitt patent or patent application. In the meantime, Singer was filing corresponding Perla applications in

twenty foreign countries. The situation became really acute when in 1956 Singer was advised by the German Patent Examiner that he was holding its Perla German application in abeyance because of a prior filed German application, which Singer suspected was one filed by Messerschmitt. Because of its inability to obtain any information on its own, Singer was forced to seek a conference [fol. 6814] with Messerschmitt. Just before the conference in April 1956, Singer discovered a Messerschmitt Belgian patent with a priority date fourteen days earlier than the Perla United States application, but subsequent to the Perla invention. Thus, while Singer might obtain a patent in the United States which would dominate the "319" machine, Messerschmitt might obtain a patent in many of the foreign countries based on an earlier priority date, thereby exposing Singer to probable infringement liability to Messerschmitt in many countries where it planned to manufacture or sell its "319" machine.

At this time, Singer was tooling and otherwise preparing to manufacture the "319" machine in Italy. Italian patent counsel advised Singer that the "319" machine infringed the Messerschmitt Italian patent as issued. The infringement, Italian counsel advised, lay in the fact that the Messerschmitt patent disclosed the idea of a plurality of cams, each with its own follower, and that under Italian law such disclosure established the scope of the patent. Counsel further advised Singer that while there was a good chance that the Italian courts would hold that the Messerschmitt Italian patent had been anticipated by prior art, namely Gegauf and Vigorelli Italian patents, there was a litigable issue involving some risk to Singer.

Singer's Italian representative believed that Messerschmitt might undertake legal proceedings to protect its Italian patent. If Singer litigated and lost, Singer would be exposed to substantial liability of Messerschmitt. When transmitting the opinion of Italian patent counsel, Singer's Italian representative expressed the hope that the opinion would help Singer decide "whether or not it would be advisable to include Messerschmitt amongst the signers of the non-aggression pact". The representative was referring to the fact that Singer had made a cross-license [fol. 6815] agreement with Vigorelli and a cross-license

agreement with Gegauf and that the opinion of Italian patent counsel might be helpful to Singer in deciding whether to make a cross-license agreement with Messerschmitt.

That Singer was correct in its appraisal of the Messerschmitt position was borne out by Messerschmitt's attitude at the conference that it would succeed in the United States as well as in other countries. However, after examination of the "319" machine, Messerschmitt agreed that, since their respective machines were identical in essential principles, an amicable settlement would be to their mutual benefit as neither of them would profit from litigation.

Here again, the record discloses that the relation between Singer and Messerschmitt was far from intimate or confidential. Messerschmitt was full of confidence that it would prevail over all with its patent. Singer, in order to deflate this confidence of Messerschmitt, was pushing especially hard on its "Perla" United States application. Singer hoped that thus it might have an interference declared between the Singer and the Messerschmitt United States applications and thereby gain more bargaining power.

Because of its earlier invention date, Singer felt confident that it would prevail in the United States in its Perla application in spite of its later filing date and that, as soon as Messerschmitt learned of the interference (of which Singer did not inform it), Messerschmitt would come to Singer; but the converse of this would be true in Europe because of Messerschmitt's prior filings.

Singer's confidence, however, suffered a severe blow when in May 1956 it discovered that Messerschmitt had filed in Great Britain, the very country in which Singer was tooling its machine. Although the meeting with Messerschmitt was scheduled for August 1956, Singer kept putting it off until September 1956, to make sure that by that [fol. 6816] time Messerschmitt would learn of the interference Singer was anticipating between their respective United States applications. This interference was declared by the United States Patent Office on September 17, 1956. This interference involved a mechanism by which information is taken from each of a plurality of cams by its own follower.

A meeting was held subsequently at which the parties agreed to settle their patent conflict by cross-licensing. Pending the meeting, Singer withheld filing opposition to Messerschmitt's German patent application. This German application related to a construction of a manually operable means for controlling the lateral motion of the needle of a zigzag sewing machine. This was a construction which Singer had good reason to conclude was anticipated by the Singer-owned Tiesler German patent, which was about to expire. Singer, however, saw to it that Messerschmitt was advised of its claim of anticipation and of Singer's position that Messerschmitt's machine infringed the claim of the Tiesler German patent. Singer hoped that by this step it might bring Messerschmitt to a point where its attitude might be more conducive to fair bargaining. At this time Messerschmitt was becoming more difficult in its demands. In fact, Messerschmitt had stated that it would enter into no license agreement with Singer unless Singer agreed to let Messerschmitt manufacture machines for Singer.

On December 11, 1956, the Singer Patent Department drew up a report on the infringement status of the Singer "319" machine throughout the principal countries of the world. The report stated that:

> (1) The "319" machine infringed recently issued Belgian and Italian patents owned by Messerschmitt. Messerschmitt had corresponding applications in Germany and Great Britain, and it could be fairly presumed that patents would soon issue in those countries. [fol. 6817] (2) Messerschmitt had a corresponding application in the United States which was on the date of the report involved in interference with Singer's Perla application. Singer expected to prevail in this interference proceeding and receive claims that would cover the "319" machine and be infringed by the Messerschmitt machine.
>
> (3) The question confronting Singer was what action it should take in connection with Messerschmitt so that Singer could freely manufacture and market the "319" machine in Germany, Belgium, Italy and Great Britain.
>
> (4) It would be to Singer's advantage to have a cross-licensing agreement executed with Messerschmitt

as soon as possible in view of the present or potential infringement of the "319" machine in Italy and Great Britain.

(5) Messerschmitt undoubtedly realized that it would lose the United States interference proceeding and that its machine would be subject to an action for infringement by Singer, based on several Singer-owned patents.

Because of the inability of the parties to agree, Singer obtained a postponement of the Perla interference for Messerschmitt. Singer, however, directed immediate filing of opposition to the Messerschmitt German application. Singer went farther and explored and investigated the legal possibilities of a law suit against Messerschmitt on the Singer German patent, even though it had expired. As Singer's Patent Department described it, the situation contained all the ingredients for "a patent poker game with each party holding a good hand".

It was the opinion of Singer, however, that rather than lose its present market in the United States, and be in a position where it would have to enforce its patent against Singer in Great Britain and Italy, Messerschmitt would be willing to exchange royalty free licenses in Europe in [fol. 6818] exchange for a royalty free United States license, and this without insisting upon any further business promises of Singer.

In March 1957, Messerschmitt sent Singer an executed cross-licensing agreement which however was not acceptable to Singer for it failed to specify the machines to be licensed by Singer. A revised agreement was executed specifically limiting the license granted; and now we consider this revised agreement.

Under this agreement of April 16, 1957 made with Messerschmitt, Singer agreed not to bring any infringement action against Messerschmitt under the rights derived from patents issued or to be issued in any country with respect to subject matter disclosed in three annexed drawings which disclosed (1) a manually operated zigzag sewing machine, (2) a straight stitch sewing machine, and (3) a machine carried multiple cam zigzag machine. Messerschmitt in turn granted to Singer a license to manufacture and sell sewing machines embodying subject matter dis-

closed in Singer's two German patent applications, which disclosed the Singer "401" (Johnson) and "319" (Perla) machines.

The agreement permitted each to continue to manufacture and sell its respective machines without interference proceedings and protracted and expensive patent litigation, and without royalties. It ensured this for Singer and Messerschmitt agreed not to institute any opposition, nullity or invalidation proceedings against each other's patents or patent applications corresponding to Messerschmitt's constructions as illustrated in the drawings annexed to the agreement and to Singer's German applications and to settle any Canadian or United States interference. This provision was identical to that found in the Vigorelli agreement which we have found to be in all [fol. 6819] respects legal. There was no other understanding between the parties with respect to the licensing, enforcing or other use of their patents.

The freeing of the "319" machine from any claim by Messerschmitt without payment of royalties was extremely important since at that time Singer was selling its "319" machines at the rate of 65,000 per year in Europe. As a result of the agreement, Singer was not only free to continue to sell its machine but was released from all claim of liability for past infringement.

Complying with the understanding, Singer withdrew its interference to the Messerschmitt German application on the manually operable means.

It is conceded by the Government that Singer's reason and motive for entering into the license agreement with Messerschmitt was to free its "319" machine from any of Messerschmitt's patents. It contends, however, that, without the concerted action of Messerschmitt, Singer alone was acting in the accomplishment of the alleged conspiratorial purpose when Singer attempted to obtain an assignment of all Messerschmitt's patent applications and thus place Singer in a position to exclude others. The Government urges that although Singer acquired Messerschmitt's United States application but failed to acquire the patent, its attempts are evidence of this purpose and also of its intent to monopolize. The intent to monopolize is particularly evidenced, says the Government, by the fact that the

Messerchmitt patent application No. 548,481, which Singer acquired, encompassed more than was necessary to protect the "319" and "401" machines—namely, an automatic feeding mechanism which was not part of any machine Singer was then manufacturing or contemplating doing so (but in which it was interested for future development).

[fol. 6820] Under the assignment executed June 4, 1957, Messerschmitt assigned to Singer its United States application No. 548,481 in exchange for a non-exclusive, non-transferable, royalty free license to manufacture and sell sewing machines disclosed in the application or any patent which might be granted on it and for Singer's further agreement to use its best efforts to prosecute the application in order to acquire a good and valid patent if possible. The rights of the parties under the license of April 16, 1957 were specifically reserved, including the right in each party to license anyone else under the specified machines.

The Messerschmitt United States application had claims of a dual nature: (1) a stack of cams for controlling the lateral vibration of the needle bar which was common to the Singer Perla application and to the "319" machine; and (2) a claim which was not common to the "319" or any of the three machines drawn in the license agreement—i.e., a stack of cams used to control the feeding mechanism. Since neither the "319" nor the Messerschmitt machine embodied the latter concept, the license which Messerschmitt had given Singer did not encompass this mechanism. What Singer received therefore under the assignment was something in addition to that which it had received under the license agreement.

Following the assignment to Singer, the interference between Messerschmitt application No. 548,481 and the Singer Perla application was dissolved since Singer then owned both applications. On October 22, 1957, the Perla United States patent issued to Singer. Singer in accordance with its agreement did prosecute the subject matter of this Messerschmitt application, i.e., the feed mechanism, but was unsuccessful in obtaining a patent on it after several rejections, and accordingly abandoned it. Messerschmitt, when it assigned its application to Singer, gratis, was fully [fol. 6821] aware of the dubiousness of the claims which Singer at its own expense undertook to prosecute.

There was no agreement or understanding between Singer and Messerschmitt, and there was no promise or commitment made by either, that was not expressed in this agreement.

Singer then proceeded to negotiate for the acquisition of the foreign patents and patent application corresponding to the United States Messerschmitt application. In exchange for these, Singer was willing to prosecute these applications, pay the cost of obtaining the patents which had issued to date and the yearly fees for their maintenance and grant to Messerschmitt a license under each patent. Since Singer already had some twenty foreign patent rights concerning the Perla and "319" multicam zigzag mechanism, it was Singer's purpose to consolidate all these patents (its own twenty and Messerschmitt's ten patents covering multicam zigzag mechanism) in its hands in order that it might more diligently police and enforce the patents and protect the "319" machine. Although the expense of the acquisition of these was high and although Singer was licensed to sell in all these countries, it was thought worthwhile "if of any value to restrict Japanese especially Brother."

The proposal was first made in July 1957. Later, in October 1957 a draft agreement covering ten of Messerschmitt's foreign applications had been drawn up by Singer and submitted to Messerschmitt for approval. The patent applications which Messerschmitt was thought willing to assign included, among the zigzag mechanism, claims covering "certain reverse feeding means in connection with some other mechanisms of an automatic cambloek machine". The claims would be the first of this kind to be owned by Singer; they would constitute a worthwhile supplement to Singer's "automatic zigzag machine patents" even though [fol. 6822] they were considered as "not fundamental", except to the particular mechanism of the Messerschmitt style machine.

Although Singer was willing to pay for these patents, Messerschmitt was interposing stumbleblocks. During these negotiations, Messerschmitt had proposed that it be given an exclusive license with the right to sublicense with specific territories allotted among such sublicensees. This proposal of Messerschmitt was "pushed aside very quickly"

by Waterman of Singer on the ground that it was "under no circumstance acceptable, because this wording would mean a clear infringement of the antitrust law in the United States of America". In retort to the suggestion that such agreement be understood though not expressed, Waterman pointedly refused on the ground that the agreement must be complete and entirely truthful in all respects and that, if it were not, he would "not be able to declare with a good conscience that no additional arrangements had been made."

A flat price of $25,000 was suggested for all the patents and patent applications with an option to Singer to purchase the whole Messerschmitt sewing machine business. Messerschmitt was thinking of selling this for it had not been profitable, and as its anxiety grew Messerschmitt became more reluctant to part with its patents unless Singer also agreed to buy the business. This, Singer was not prepared to do, even though Singer saw no harm in having an option to do so, and in fact, saw some possible good in this, since it would then know something of business conditions at Messerschmitt.

Singer went so far as to tell Messerschmitt that it really did not need Messerschmitt's foreign patents for any new machine in construction or being designed, but that it was interested in acquiring them merely to supplement its own similar patents. Sincer renewed its offer of $25,000 and in addition offered to accept Messerschmitt's proposal that [fol. 6823] in the event of purchase, consent be given to the granting of a license to a possible purchaser of Messerschmitt's business. This was to no avail; Singer never obtained Messerschmitt's foreign patent rights or application corresponding to United States patent application No. 548,481.

The Government makes much of the fact that the Messerschmitt United States application contained the feed mechanism not embodied in the "319" or any other Singer machine, and contends that Singer's efforts to obtain it despite this fact is evidence of Singer's intent to acquire as many patents as necessary, whether essential to its business or not, to frighten off competition. However, the fact remains and it cannot be disputed that this application embodied the zigzag mechanism of the "319" which issued

on the Perla patent and on which Singer had spent considerable time and money. It is also the fact that it was one patent with these two features—one of which Singer needed and one of which it did not need for its "319" but would be happy to get.

Because Singer had been "behind the procession" of industry development and production in the zigzag field and had been anticipated on so many occasions, Singer had decided that good business policy dictated that it pass up no lawful opportunity to keep up with the latest developments. As Singer correctly summed it up when it negotiated the Messerschmitt license, Singer was behind in the zigzag field and Singer was "skating on some pretty thin ice" commercially in its offerings in the market place.

The automatic feed mechanism, Singer had been advised, had good selling points and was attractive to a user. While Singer was not manufacturing such a machine at the time or contemplating doing so, it wanted to acquire the feed mechanism in the event it should decide to do so in the future.

[fol. 6824] In 1960, Singer did pay Vigorelli $25,000 for a license on a machine incorporating an automatic feed mechanism.

The fact that at the very same time Singer was negotiating for Gegauf's United States application concerning its "401," while interesting, is not significant or indicative of wrongdoing. There is not a scintilla of evidence that either Gegauf or Messerschmitt knew of each other's contemporaneous dealings with Singer. At no time in the dealings between Messerschmitt and Singer was that fact mentioned. The negotiations with Messerschmitt straddled a period commencing prior to its license with Vigorelli and terminating after the assignment of Gegauf I, but nowhere does it appear that Vigorelli or Gegauf played any part in Singer's dealings with Messerschmitt.

2. The further effectuation of the alleged conspiracy

As further proof of the alleged conspiracy, the Government points to the license given by Singer to Sears Roebuck Company under the Gegauf patent, the institution of Tariff Commission proceedings, and the filing of infringement suits by Singer against Japanese imports. The fact that

Singer licensed Sears Roebuck Company, and the license itself shows, the Government contends, that the conspiracy was directed solely against Japanese imports because Singer thereby was free and willing to license European imports without consulting Gegauf or Vigorelli but unwilling to license Japanese imports.

The Sears Roebuck license came about from these facts: Sears Roebuck was desirous of importing a West German machine—"Sears Roebuck Model 89"—which it feared might infringe on the Singer Gegauf patents. Singer did not feel that this Sears "Model 89" would infringe any patent which might issue under the Gegauf divisional ap- [fol. 6825] plication, and in fact it so informed Sears Roebuck. It was Sears Roebuck who insisted upon being licensed under both Gegauf patents.

While it was not Singer's policy to license a competitor under a patent, because Sears was a good customer of one of Singer's subsidiaries, Singer "felt constrained to acquiesce to a limited extent in the request for a license" even at a time when such a license might jeopardize its success in the Tariff Commission proceedings.

Under the license executed on January 19, 1959, Singer granted Sears Roebuck Company a non-exclusive, non-transferable license to import and sell throughout the United States machines illustrated therein known as "Sears Model 89", which was covered by Gegauf I and which might be contended was covered by Gegauf II. In exchange for this, Singer received from Sears Roebuck a royalty on each machine to be calculated at the option of Sears under either a minimum total of $75,000 per year or a fixed price of $7.50 on each machine sold. In 1959 Singer received in royalties from Sears Roebuck a total of $116,895 and in 1960, $75,435. In 1961 Sears Roebuck discontinued the importation and sale of any machine covered by Gegauf I and replaced its imports with a zigzag machine of Japanese manufacture.

The fact that in two years Singer received almost twice as much from the Sears Roebuck license as Gegauf collected for the sale of its patent to Singer does not buttress the conclusion drawn by the Government that Gegauf was willing to part with a valuable property right at a low price in exchange for action by Singer against their common

competitors. No part of the money which Singer was paid by Sears Roebuck was ever shared with or paid to Gegauf. In fact, Gegauf did not even learn of the license until after its execution. When extending the license, Singer was acting independently and solely in its own business interest of keeping an important customer.

[fol. 6826] On January 15, 1959 Singer filed a complaint before the United States Tariff Commission alleging it was the owner of Gegauf Patent No. 2,832,302. The complaint prayed that the Tariff Commission recommend to the President that household automatic zigzag sewing machines and parts thereof covered by the claims of said United States Patent No. 2,832,302 be excluded from entry into the United States for the term of said patent. This led to the Tariff Commission investigation which is still pending. The proceeding before the Tariff Commission was stayed by the Commission upon the commencement of this suit by the Government against Singer and is being held in abeyance by it awaiting the outcome of this suit.

This filing with the Tariff Commission was after the acquisition of the Gegauf patent. It was followed and was the result of a discussion which Singer had with its patent counsel and with an attorney expert in tariff matters, concerning the inadequacy of infringement suits to protect its "401" machine. Before the filing, Singer did not consult with Gegauf or Vigorelli about taking this step. There is no evidence that Singer ever discussed such a step with either Gegauf or Vigorelli during any of its negotiations with them.

From the complaint before the Tariff Commission, it is clear that those proceedings were brought solely to exclude all imports which might infringe Gegauf I, as embodied in the Singer "401," which Singer was manufacturing and selling in great volume. Neither Gegauf patent II nor the Harris patent is involved in the Tariff Commission proceedings.

Numerous defendants were named by Singer in its complaint before the Tariff Commission as importers of infringing machines.

[fol. 6827] Husqvarna, a Swedish manufacturer of household sewing machines with whom Singer had had business relations for over a century, was one of the named de-

fendants. Because of its long acquaintance and its desire to secure a license from Singer under the Gegauf patent, Husqvarna was reluctant to oppose Singer in the proceedings and instead proposed a "gentlemen's agreement" that if it did not oppose Singer in the proceedings, Singer would at the conclusion of the proceedings grant it a license. Singer declined the proposal. Singer stated that it could not consult with Husqvarna as to what course it should take and that it was not free to enter into any such agreement, but Singer did state that it did not intend to offer any proof respecting Husqvarna's infringement unless the latter did. The net result of the request of Husqvarna was a tactful refusal by Singer, with the perfectly lawful and understandable reluctance not to alienate a prospective customer with whom Singer had long had business dealings. Husqvarna remains in the tariff proceedings as an alleged infringer; no license has been granted to it. The fact that Singer did not intend to offer proof as to Husqvarna's infringing machine is of no particular or special importance since Husqvarna is but one of 28 manufacturers named in the proceedings. Husqvarna imports amount only to 3,000 machines a year!

Another importer named as a defendant was Phoenix, a West German manufacturer of household machines. Phoenix wrote to Singer denying any infringement on the ground that it had a prior license from Gegauf (a defense which it has not raised before the Tariff Commission). Phoenix suggested a settlement with Singer. Although Singer doubted this license since Gegauf had never mentioned Phoenix, Singer felt it was not then in any position to discuss the question of a license, or become involved in a controversy over the matter of the claimed license, and so [fol. 6828] informed Phoenix. From this, the Government draws the inference and conclusion that Singer was leaving itself open to license Europeans in the future once it had disposed of the Japanese infringers. Here again, however, there is a lawful inference which can be drawn—that is not to antagonize an adversary and possibly a prospective customer.

Finally, there is the matter which arises from the deletion from the assignment agreement of Pfaff as a European importer against whom Singer could not assert its patent

without the consent of Gegauf. While Singer in its complaint before the Tariff Commission had alleged the existing licenses with Gegauf, Vigorelli and the proposed license to Sears Roebuck Company, it had not alleged the agreement with Gegauf with respect to Pfaff. During the hearing before the Commission, Singer was asked whether Pfaff was licensed under the Gegauf I patent to which Singer replied in the negative. Singer felt that the Commission was not convinced of the truth of this and therefore requested Gegauf to execute a revised agreement deleting Pfaff's name and all reference to Pfaff. The sole motive and reason prompting this deletion was very plainly and unequivocally expresed by Singer; it was that Singer might "have a better chance of prevailing before the Tariff Commission" in its efforts to exclude all machines which infringed on Gegauf I. Gegauf consented on condition that the name of Phoenix be substituted for Pfaff. Gegauf explained that prior to the 1957 assignment to Singer, it had in 1955 licensed Phoenix under its German patent for the area of West Germany and that, although Gegauf did not believe that Phoenix had any right under Gegauf I in the United States, it was worried that Phoenix might seek damages against Gegauf for not reserving rights to it under the Gegauf patent in the United States. However, Gegauf offered, in the event that this arrangement was not satisfactory, to consent to the deletion on the explicit [fol. 6829] condition that Singer assume all legal consequences and to that extent protect Gegauf.

While Gegauf was willing to help Singer, it was only willing to do so if the assistance involved no risk to itself.

Following on the heels of the Phoenix letter claiming a license under the patent, Gegauf's statement confirming the existence of some sort of license came as an unpleasant surprise to Singer. Although, like Gegauf, Singer did not interpret the license to Phoenix as extending outside of West Germany, Singer was annoyed that Gegauf had not, as required by paragraph 6 of their assignment agreement disclosed its existence to Singer—particularly in view of the fact that this provision had been inserted in the agreement at Gegauf's suggestion. Here, certainly, was further evidence of the arm's length dealing which had characterized all Singer's dealings with Gegauf.

Much as Singer disliked Gegauf's attitude, it needed Gegauf's assistance in the Tariff Commission proceedings and in order to get it, Singer had to submit to the condition imposed. Thereupon, on July 14, 1959, Singer executed an indemnity agreement in protecting Gegauf against damage it might sustain from any claim of Phoenix. The revised agreement was signed by Gegauf on July 22, 1959. On the same day, Gegauf executed an affidavit stating that the reason it had requested a provision in the 1957 assignment that Singer not assert its patent against Pfaff without Gegauf's consent was the existence of a personal friendship with Pfaff's directors, and that it had not before nor since licensed or extended any rights to Pfaff under either Gegauf patent.

We are not at all concerned here with Gegauf's purpose or intent. It was Singer who was a plaintiff before the Commission. While Singer was technically correct in say-
[fol. 6830] ing that Pfaff was not licensed by it under Gegauf, and while it appears that Gegauf never did extend any right to Pfaff under Gegauf I, the effect of the 1957 agreement was to permit Gegauf to give Pfaff a sublicense should it choose to do so.

The fact that no license was ever given to Pfaff bears on the truth of Singer's statement to the Commission that Pfaff had no license under Gegauf I—the only patent with which the Commission was concerned.

We find that the Tariff Commission proceedings were brought by Singer in a bona fide attempt to obtain protection for its "401" machine by an order excluding *all* unlicensed machines which infringed on Gegauf I patent. That these proceedings were motivated by the deluge of infringing Japanese imports and that Singer's energies were primarily directed to excluding these imports is not evidence of any unlawful conspiracy to exclude the Japanese and open the way for the European imports. The principal threat to the Singer machine came from the Japanese imports not from European production, but Singer sought to bar all infringing machines. Nor do we find any evidence whatsoever in this tariff proceeding of an intent or attempt to monopolize the United States household automatic zigzag sewing machine industry. As a patent owner

whose patent was being infringed by imports, Singer had every right to resort to the Commission.

There were four law suits filed by Singer following the acquisition of the Gegauf patents. Two of these suits were filed by Singer against Brother, the importer and distributor of sewing machines manufactured in Japan whom we have mentioned before, for alleged infringement of the Gegauf, Harris reissue and Johnson patents based on the sale of Japanese Nippon machine carried multicam zigzag machines (Selec-o-matic 100 and Pacesetter 200). The [fol. 6831] defendant Brother has pleaded nonvalidity, and the actions are presently pending. A suit has also been filed against Sewing Machine Exchange, alleging infringement of Gegauf and Harris patents based on the sale of Japanese Sanshin machine carried multicam zigzag machines (Universal). The fourth suit was filed against ACO alleging infringement of Gegauf, Harris and Johnson patents based on the sale of a Japanese Sanshin machine carried multicam zigzag machine (Fleetwood). The latter two suits terminated in a consent judgment enjoining defendants from selling any machine embodying the inventions in said patents.

It does not appear that Singer has filed any infringement suits on any patent which did not cover an article being manufactured or sold by it. The fact that it has instituted action on the Gegauf patent, thus placing squarely in issue its validity, as well as the validity of its other patents, belies any intent on its part to acquire broad patent protection regardless of validity.

G. Alleged per se illegality of the Singer-Gegauf agreements

It is the Government's contention that aside from the unlawfulness of the Singer-Gegauf agreements as part of the alleged conspiracy, the license agreement is *per se* illegal under Sections 1 and 2 of the Sherman Act, by reason of the provision under which each party agreed not to do anything directly or indirectly to restrict the other's claims in the respective patent applications, and the assignment agreement by reason of the provision restricting Singer's right to assert the Gegauf patent against Vigorelli and Pfaff without Gegauf's consent.

We have already discussed the first of the provisions and have found nothing unlawful in it. No authority has been cited by the Government to support its contention of *per se* illegality. In spite of the sinister inference which the Government attempts to draw from this first provision, it does [fol. 6832] not contend that either Singer or Gegauf was under any "affirmative duty or obligation to seek to narrow or hold unpatentable claims which are in interference", but that conversely each was prohibited from agreeing with the other not to do that which it was under no legal duty to do.

We have found that there is nothing illegal in two parties agreeing not to oppose each other's claims, especially when these claims are not invalid and form the subject matter of an agreement between the parties. But even assuming, for the sake of discussion, that such provisions were illegal, no acts were done pursuant to this agreement and the claim of Gegauf I was concededly valid (Cf. *U. S.* v. *National Lead Co.*, 63 F. Supp. 513, affd. 332 U. S. 319; *United States* v. *Standard Oil Co.*, 33 F. 2d 617).

The Government concedes that it has found no authority in support of its charge of illegality and it would be astounding if it had.

Recognizing the weakness of the charge standing alone, the Government relates this provision to an alleged underlying agreement or alleged conspiracy to "pool patents" in Singer and to establish "broad patent monopolies" in both conspirators in order to exclude Japanese competition. The plain answer to this is that we have found that there was absolutely no agreement or conspiracy.

As for the second provision, the Government says it is a *per se* violation of the anti-trust laws in that it has been held that a patentee and his licensee may not jointly determine between themselves the parties to be licensed or sued. *United States* v. *Besser*, 96 F. Supp. 304, affd. 343 U. S. 444; *United States* v. *Krasnov*, 143 F. Supp. 184; *Mason City Tent & Awning Co.* v. *Clapper*, 144 F. Supp. 754. We believe that the contention of *per se* illegality was apparently abandoned during the trial; the Government however, does attempt to relate it to the overall conspiracy. [fol. 6833] The defendant's answer is that this provision is not an agreement calling for joint decision as to who

should be licensed or sued but is, in effect, a grant to Gegauf of the right to sublicense Pfaff or Vigorelli—Gegauf granting the license by independently refusing to give assent to an infringement suit by Singer against the latter. The provision now has no special significance when weighed with all the evidence; it was expunged from the assignment, prior to the filing of the suit, at Singer's request. Of course, the mere fact of deletion, if the provision were in fact illegal, would not remove it from our consideration, for its existence might be some evidence tending to point to an illegal purpose or understanding to "pool" patents in the hands of Singer. Although it might be argued that the effect of the provision in question is as if Gegauf had been given the right to sublicense Pfaff or Vigorelli, that is not its language and the only question is whether the restriction could constitute a *per se* violation of the Sherman Act.[1]

An examination of the patent anti-trust cases, dealing with restrictions other than price fixing, shows that rarely is a single restriction involved. Thus, while the Court has clearly condemned a restriction requiring the consent of the non-exclusive licensee before the patentee may grant a license to another (*United States* v. *Besser Mfg. Co., supra*), a restriction, as here, requiring joint approval of the patentee and the non-exclusive licensee before an infringement suit can be brought, has been condemned only as a part of a host of abuses, the total of which were found to be in violation of the Sherman Act. *Mason City* v. *Clapper, supra; United States* v. *Krasnov, supra.*

[fol. 6834] This is not a situation where restrictions were imposed upon a patent holder as to whom it might license. In the first place, Singer was free to license its patent to as many or as few as it chose, and Gegauf had nothing to

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[1] It should be noted that it was of no practical significance with respect to Vigorelli since Singer by the cross-license agreement of November 17, 1955 had already licensed Vigorelli to sell its multicam machine in the United States and, therefore, could not bring any infringement action against Vigorelli in any event. Thus, properly interpreted, this provision restricted Singer's freedom to enforce the Gegauf patents only with respect to Pfaff.

say about it. In the second place, although the necessity to obtain the consent of Gegauf before Singer could sue Pfaff for infringement might at first appear to come within the prohibition of *Mason City* and *Krasnov* it is distinguishable on several grounds. This was the only restriction on Singer's ownership; it was limited to one specific company; it was a conditional and future restriction which might never come to pass and which in fact did not; and finally there was nothing to prevent or stop Singer from permitting any other number of importers to compete with Pfaff, either by the express grant of a license or by non-assertion of its patent.

Moreover, since Singer did not intend to license others under its patent, the exercise of the restriction would serve to promote rather than restrict competition in that Gegauf, by bringing its veto power to bear, could enable Pfaff and Vigorelli to continue to compete with Singer and with Gegauf itself. If, on the other hand it be viewed as an unlawful restraint in that such a provision gave Gegauf by agreement the power to prefer one competitor over another, by permitting Pfaff to import free of threat of infringement, the matter has become academic by reason of the fact that it has been deleted from the agreement.

Aside from this there was no other understanding or agreement with respect to licensing or enforcing by infringement action or otherwise, any patent, then owned or subsequently acquired, or with respect to the use in any way of any such patent, alone or in conjunction with any other patent. The written agreement expressed the complete agreement and understanding of the parties and we conclude that it contained nothing illegal.

[fol. 6835] H. The alleged attempt to monopolize

With respect to the monopoly charge, the Government's theory is:

1) that there was a conspiracy to achieve for Singer a monopoly in the sale and distribution of automatic zigzag sewing machines by the exclusion from the United States of all such machines of Japanese origin;

2) that Singer by itself sought to achieve such a monopoly by excluding all such machines regardless of origin

and by preventing their domestic manufacture, thereby entrenching itself as the sole source of supply;

3) that even if the alleged conspirators' conduct does not establish a conspiracy in restraint of trade under Section 1, it does establish a conspiracy to monopolize; and

4) that even if no conspiracy to either restrict or monopolize is found, Singer's acts establish an attempt on its part to monopolize.

The same conduct is relied upon to establish the conspiracy and attempt to monopolize as was relied upon to establish the conspiracy to restrain trade.

Our finding that there was no conspiracy among Singer, Gegauf and Vigorelli to do anything disposes of the charge that there was a conspiracy to monopolize for Singer.

And now, we turn to consider the allegation that there was an attempt to monopolize. Under Section 2 an attempt to monopolize has been made a violation separate and distinct from a conspiracy to restrain trade or to monopolize. A finding, therefore, that certain conduct does not constitute a violation of Section 1 or a conspiracy to violate Sections 1 or 2, does not necessarily preclude a finding that the same conduct is an attempt to violate Section 2, provided it is accompanied by a specific subjective [fol. 6836] intent to achieve a monopoly. *United States* v. *Columbia Steel Co.*, 334 U. S. 495, 531; *Swift* v. *United States*, 196 U. S. 375, 396.

Our conclusion, therefore, that in acquiring the Gegauf and Messerschmitt applications Singer was motivated by entirely lawful and "sound business reasons" is not dispositive of the charge that in doing so it was engaged in an attempt to monopolize the household automatic zigzag sewing machine industry in the United States. *United States* v. *Columbia Steel Co.*, *supra*, at p. 518.

It is the Government's contention that the purpose of Singer in acquiring the Gegauf and Messerschmitt patent applications was to be in a position to prevent the importation and sale of Japanese made machines which, because of their lower price were in substantial competition with Singer and prevent the manufacture of these machines in the United States.

The Government argues that this purpose was clearly manifested by (1) the refusal of Singer to license under

its patents; (2) the filing of infringement suits and Tariff Commission proceedings against competitors; and (3) Singer's own words that it wanted to get the very best patents "to bar imports or United States production of mechanisms which would violate these patents" and that the acquisition of Messerschmitt's foreign application would be "very much worthwhile . . . if of any value to restrict Japanese especially Brother."

Certainly, the very limited acquisition of Singer (two patent applications) cannot even be discussed in the same context with the acquisitions condemned in *United States* v. *United Shoe*, 110 F. Supp. 295, affd. p.c. 347 U. S. 521, which the Government cites in support of its charge. The fact that Singer was most reluctant to license under its patents and did so to Pfaff only under protest, does not [fol. 6837] add a whit to establishing an unlawful intent. The same observation may be made of the fact that Singer did license Sears Roebuck under its Gegauf patent thereby permitting the importation into the United States of 20,000 zigzag sewing machines. This, as well as the filing of infringement suits and the Tariff Commission proceedings, was its prerogative as a patent owner. We have been cited to no case which imposes a duty on the owner of a patent to license others or suffer infringement of its patent in order to escape a charge of intent to monopolize. The exclusion of competition through patent ownership is the lawful result of the monopoly which the law grants to a patent owner.

Singer's refusal to grant licenses to competitors and its attempt to eliminate infringers, leaving as competitors all manner of sewing machines with devices capable of doing the same thing over which Singer had no control, indicates no intent nor attempt to achieve an illegal monopoly. *United States* v. *General Electric*, 80 F. Supp. 989; *Cole* v. *Hughes Tool Co.*, 215 F. 2d 924, *cert. den.* 348 U. S. 927; *Dollac Corp.* v. *Margon Corp.*, 164 F. Supp. 41. These were acts which were perfectly consistent with a lawful intent and purpose to protect its patents and machines.

It is, therefore, unnecessary to consider at length Singer's power to achieve a monopoly in the relevant market as bearing on its intent. If it were necessary to our decision, we would find the relevant market to be automatic zigzag

sewing machines of four types: machine carried multicam zigzag, replaceable cam, manually operated and the straight stitch sewing machine with zigzag attachment. These four machines, we find, are sufficiently unique to constitute a separate market within which these machines are reasonably interchangeable for the use to which they are put. *United States* v. *Du Pont*, 351 U. S. 377, 395, 396. Within the market as defined the evidence clearly establishes that [fols. 6838-6839] Singer did not have the power to achieve a monopoly; this lack of power further evidences absence of a specific intent on Singer's part to achieve a monopoly. *U. S.* v. *Columbia Steel, supra.*

The Government has failed on all the evidence to support its charge that Singer attempted to monopolize as it has failed to support any and all of the unlawful acts charged against Singer in the complaint. *United States* v. *Yellow Cab*, 332 U. S. 218, 225.

III. Conclusions of Law

We conclude therefore that:

1. This Court has jurisdiction over the defendant and the subject matter of this suit.

2. Defendant did not conspire with the alleged co-conspirators to unreasonably restrain interstate and foreign commerce in violation of Section 1 of the Act.

3. Defendant did not conspire with the alleged co-conspirators to monopolize nor attempt by itself to monopolize interstate and foreign commerce in violation of Section 2 of the Act.

The Clerk is directed to enter judgment dismissing the complaint herein on the merits.

Sylvester J. Ryan, Chief Judge.

May 11th, 1962.

[fols. 6840-6841] [File endorsement omitted]

IN UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK

Civil 154-108

UNITED STATES OF AMERICA, Plaintiff,

vs.

THE SINGER MANUFACTURING COMPANY, Defendant.

JUDGMENT—May 17, 1962

The above-entitled action having come on for trial before the Honorable Sylvester J. Ryan without a jury (both sides being represented by counsel) on May 2, 3, 4, 9, 10, 11, 15, 16, 18, 19, 22, 23, June 1, 2, 5, 6, 12, 19, 20, 21, 22, 26 and 27, 1961; and the court, in an amended and corrected opinion dated and filed May 11, 1962, having directed the Clerk to enter judgment dismissing the complaint herein on the merits; it is.

Adjudged: The defendant The Singer Manufacturing Company have judgment against the plaintiff United States of America *nunc pro tunc* as of May 11, 1962.

Dated: New York, N. Y., May 17, 1962.

Herbert A. Charlson, G.S.S., Clerk.

Approved: May 17, 1962.

Sylvester J. Ryan, Chief Judge.

[fol. 6842] [File endorsement omitted]

IN UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Civil Action No. 454-108

UNITED STATES OF AMERICA, Plaintiff,

v.

THE SINGER MANUFACTURING COMPANY, Defendant.

NOTICE OF APPEAL TO THE SUPREME COURT OF THE UNITED STATES—Filed June 29, 1962

I. Notice is hereby given that the United States of America, the plaintiff above named, hereby appeals to the Supreme Court of the United States from the final judgment entered in this action on May 17, 1962, *nunc pro tunc* as of May 11, 1962. If the Clerk's docket entry on May 1, 1962 is deemed to be the final judgment of the Court dismissing the Complaint, the United States of America hereby appeals from that judgment.

This appeal is taken pursuant to 15 U.S.C. 29.

II. The Clerk will please prepare a transcript of the record in this cause for transmission to the Clerk of the Supreme Court of the United States, and include therein the entire record before the District Court, including all papers filed with the Clerk of the Court in this proceeding, the transcript of the trial proceedings, all exhibits submitted by the parties, and this Notice of Appeal.

III. The question presented by this appeal is whether the defendant, the only significant United States manufacturer of household sewing machines, violated Sections [fol. 6843] 1 and 2 of the Sherman Act by its conduct in seeking to prevent others from manufacturing or selling a new type of household zigzag sewing machine (the machine carried multiple-cam type, referred to as a multi-cam machine) in the United States.

This question involves the following principal issues:

(1) Whether the defendant, in violation of Sections 1 and 2 of the Sherman Act, entered into a combination or con-

spiracy with a foreign competitor to acquire the latter's multi-cam patents, under which it already held a license, for the purpose of using those patents together with its own patents covering multi-cam machines to eliminate Japanese-made machines of that type from the United States market.

(2) Whether the defendant, in violation of Section 2 of the Sherman Act, attempted to monopolize the manufacture and sale of multi-cam machines by acquiring patents for the purpose of using them to prevent others from manufacturing or selling such machines in the United States.

(3) Whether the defendant entered into a contract in restraint of trade and attempted to monopolize multi-cam machines, in violation of Sections 1 and 2 of the Sherman Act, by agreeing with a foreign competitor that each would, in a Patent Office interference proceeding, (a) refrain from seeking to have held unpatentable, or otherwise restrict the scope of claims in each other's pending United States patent applications and (b) facilitate the granting of the broadest possible United States patents to each other.

/s/ William J. Elkins, /s/ Les J. Weinstein, /s/ Edward F. Corcoran, Attorneys, Department of Justice.

[fols. 6844-6919] PROOF OF SERVICE (omitted in printing)

[fol. 6920] [File endorsement omitted]

IN UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK

Civil Action No. 154-108

UNITED STATES OF AMERICA, Plaintiff,

v.

THE SINGER MANUFACTURING COMPANY, Defendant.

ORDER EXTENDING TIME IN WHICH TO DOCKET CASE—August 2, 1962

Upon application of plaintiff-appellant, and upon consent of respondent, and for good cause shown in accordance with Rule 13 of the Revised Rules of the Supreme Court it is hereby,

Ordered that the time within which to docket the above case and to file the record on appeal in the Supreme Court of the United States is hereby extended from August 28, 1962 to and including September 15, 1962.

Dated: August 2nd, 1962.

Sylvester J. Ryan, Chief Judge.

Consented to: Edward F. Corcoran, Attorney for Plaintiff-Appellant, Edward A. Miley, Attorney for Defendant-Appellee.

[fols. 6921-6924] [File endorsement omitted]

IN UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK

Civil Action No. 154-108

UNITED STATES OF AMERICA, Plaintiff,

v.

THE SINGER MANUFACTURING COMPANY, Defendant.

ORDER EXTENDING TIME IN WHICH TO DOCKET CASE—September 12, 1962

Upon application of plaintiff-appellant, and upon consent of respondent, and for good cause shown in accordance with Rule 13 of the Revised Rules of the Supreme Court it is hereby,

Ordered that the time within which to docket the above case and to file the record on appeal in the Supreme Court of the United States is hereby extended from September 15, 1962 to and including September 18, 1962.

Dated: September 12, 1962.

Sylvester J. Ryan, Chief Judge.

Consented to: Winthrop, Stimson, Putnam & Roberts, Attorneys for Defendant-Appellee.

[fol. 6925] SUPREME COURT OF THE UNITED STATES, OCTOBER TERM, 1962

No. 438

UNITED STATES, Appellant,

vs.

THE SINGER MANUFACTURING COMPANY.

ORDER NOTING PROBABLE JURISDICTION—December 3, 1962

Appeal from the United States District Court for the Southern District of New York.

The statement of jurisdiction in this case having been submitted and considered by the Court, probable jurisdiction is noted.

☆ U. S. GOVERNMENT PRINTING OFFICE: 1963 672327 784